GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
AGENDA

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

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

Monday, June 8, 2026 **9:30 AM** **Galveston County Courthouse**

REGULAR MEETING

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

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

Call to Order

Invocation and Pledge of Allegiance

Public Comment

Consent Agenda

Submitted by the Auditor's Office:

***1.** Approval of the accounts payable checks dated 6/8/2026

***2.** Order for payroll ending 6/3/2026 bi-weekly #12

***3.** Order for supplemental payroll period ending 6/3/2026 bi-weekly #12

***4.** Internal audit report of the District Attorney's Office Petty Cash Funds with response letter from Honorable Kenneth Cusick, dated 5/19/2026

***5.** Internal audit report of the Sheriff's Office Commissary and Inmate Property accounts for period of 4/1/2025 - 3/31/2026 with response letter from Sheriff Jimmy Fullen

***6.** Internal audit report of the agreement between Galveston County and Friends for Life Guardianship Services for period of 3/1/2025 - 2/28/2026 with response letter from Diana Huallpa, Chief Financial Officer, dated 5/19/2026

***7.** Consideration of approval of Change Order to authorize additional funding of Workday support, for a Foundation Data Model (FDM) review, with Guidehouse submitted by County Auditor

***8.** Approval of the Certification of Revenue for Constable Precinct 2 in the amount of $122,500 for the DHS ICE 287 (g) Task Force and appropriation of funds

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

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

***11.** Receive and file Galveston County Emergency Services District No. 2 Annual Financial Report for Fiscal Year Ended September 30, 2025 submitted by the County Judge

***12.** Receive and file Galveston County Emergency Communication (911) District Annual Audit for Year Ended December 31, 2024 submitted by the County Judge

***13.** Receive and file Galveston County Community Supervision and Corrections Department financial statements and supplementary information with independent financial audit report for year ending August 31, 2025, submitted by Adult Probation

***14.** Consideration for approval to partner with Sarah Glaser with Lloyd Gosselink, Rochelle & Townsend, P.C. ("Lloyd Gosselink") to conduct two half-day training sessions on employment law topics submitted by Human Resources

***15.** Consideration of approval of renewal of a memorandum of understanding (MOU) between Gulf Coast Monitoring Specialists (GCMS) and Galveston County to provide various alcohol and drug monitoring services for participants in the Galveston County Veterans Treatment Court (GCVTC) program submitted by County Judge

***16.** Consideration of approval of granting a reduction of a permit fee (Facility Permitting Policy, Section 5.1.2 and 5.1.3) to Loving the Mama Postpartum Services & Black Chamber Foundation Brazoria County for use of the banquet hall, South Ground and North Grounds at Walter Hall Park for their Fed with Love 5K and resource fair on Saturday, August 15th, 2026, presented by the Parks & Cultural Services Department

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

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

***19.** Consideration of a Resolution as required by the grant application, affirming that Galveston County has not and will not reduce the amount of County funds provided to the Galveston County Sheriff's Office because of grant funds provided under Senate Bill 8 (SB 8) submitted by Sheriff's Office

***20.** Consideration of approval of an order granting various residence homestead exemptions from the 2026 Tax Levy pursuant to V.T.C.A., Tax Code §11.13 and §11.131 submitted by Legal Services Manager

***21.** Consideration of approval of an order authorizing the split payment of 2026 ad valorem taxes pursuant to V.T.C.A, tax code §31.03 submitted by Legal Services Manager

***22.** Consideration of a Resolution in support of re-examining precinct lines for Justices of the Peace, Constables, and County Commissioners submitted by Legal Services Manager

***23.** Consideration of the release and settlement agreement with Alicia Monroe arising from an incident that occurred on or about May 10, 2024, in the matter of 25-CV-1967 Alicia Monroe v William T. Lambert and Galveston County Sheriff's Office, submitted by Legal Services Manager

***24.** Consideration of renewal Agreement for lodging/sleep accommodations between Galveston County and Hampton Inn and Suites during emergency disaster operations submitted by Legal Services Manager

***25.** Consideration of full and final waiver, release, and settlement agreement with Juan Alberto Alamo Gomez arising from an incident that occurred on or about February 13, 2026, submitted by Legal Services Manager

***26.** Consideration of approval to authorize the County Judge to sign the Authorization to Act as an Agent form from the U.S. Army Corps of Engineers (USACE) to allow Balcones Field Services to act on the County's behalf for the Frenchtown Road Expansion Project in Port Bolivar, submitted by Road & Bridge

***27.** Consideration of approval to authorize the County Judge to sign the Nationwide Permit Pre-Construction Notification (PCN) form and Request for Jurisdictional Determination form from the U.S. Corps of Engineers for the Frenchtown Road Expansion Project in Port Bolivar, submitted by Road & Bridge

***28.** Consideration of authorizing the abatement of a public nuisance located at 15325 Cedar St., Santa Fe, TX 77510, submitted by Nuisance Abatement

***29.** Consideration of authorizing the abatement of a public nuisance located at 918 20th St., San Leon, TX 77539, submitted by Nuisance Abatement

***30.** Consideration of authorizing the abatement of a public nuisance located at 6714 Ave. O, Santa Fe, TX 77510, submitted by Nuisance Abatement

***31.** Consideration of authorizing the abatement of a public nuisance located at 13529 Montgomery Rd., Santa Fe, TX 77510, submitted by Nuisance Abatement

***32.** Consideration for authorization to extend the contracts for ITB 25-042, Inmate Clothing and Supplies submitted by the Purchasing Agent

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

***34.** Consideration of acknowledging receipt of a sand pit permit application from Brad Ballard at 687 State Highway No 87 on Bolivar Peninsula and authorizing the County Engineer to run the required newspaper notice submitted by the County Engineer

***35.** Consideration of approval of permit number HB 26-43 to install one 20" liquid natural gas pipeline under the Highland Bayou Diversion Channel submitted by the County Engineer

***36.** Consideration of approval of a Texas City Hurricane Levee permit number TCSW-26-386 to install one 24" pipeline to transport liquid petroleum gas, submitted by the County Engineer

***37.** Consideration of approval of a Texas City Hurricane Levee permit number TCSW-26-385 to install one 12" natural gas pipeline over the Texas City Hurricane Levee near Dike Rd submitted by the County Engineer

***38.** Consideration of approval of a Texas City Hurricane Levee permit number TCSW-26-3857 to proceed with Marathon MPLX project consisting of the installation of pipelines in the vicinity of the Texas City Hurricane Levee submitted by the County Engineer

***39.** Consideration of approval of application from Ramjit Patel and Nita Patel for a partial replat of Moore's Addition subdivision submitted by Platting & Right-of-Way

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

***41.** Consideration of authorizing the County Judge to execute a pipeline easement agreement under Highland Bayou Diversion Channel to BANGL, LLC submitted by Platting & Right-of-Way

***42.** Consideration of authorizing the County Judge to execute an easement to TxDOT for the SH 146 project submitted by Platting & Right-of-Way

***43.** Consideration of approval of a road opening request from Clint Hardy for Nichols Ave., Dickinson and acceptance of the approx. 310 LF into the county road maintenance system submitted by Platting & Right-of-Way

***44.** Consideration of approval of application from Kevin and Kelli Roberts for a partial replat of Alta Loma Outlots subdivision submitted by Platting & Right-of-Way

***45.** Consideration of authorization for County Judge to accept additional funding for FY2026 Houston-Galveston Area Council (H-GAC) Congregate Senior Meals & Transportation Grant-Amendment #1, on behalf of Galveston Countys Parks & Cultural Services Department submitted by Grants Administration

***46.** Consideration of authorization to submit the FY2027 Texas General Land Office (GLO) Beach Maintenance Reimbursement (BMR) Program grant application on behalf of Galveston County's Road and Bridge Department submitted by Grants Administration

***47.** Receive and file AFFH Certification form for the Texas General Land Office Community Development Block Grant, Regional Mitigation Program - Method of Distribution as approved on May 11, 2026, Item #45 submitted by Grants Administration

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

***48.** 26-123-0608-A
Information Technology- Request transfer within IT - Other Contract Services to Radio Expenditures to fund N70 Radio subscription renewal

***49.** 26-124-0608-B
Sheriff's Office - Request transfer within Sheriff Administration - Training Services to Training Supplies to fund the purchase of ammunition

***50.** 26-125-0608-C
Sheriff's Office - Request Transfer from General Fund - Budgeted Reserves to Identification Division - Extraordinary Supplies to fund purchase of storage containers

***51.** 26-126-0608-D
Adult Probation- Request transfer from General Fund - Budgeted Reserves to Mental Health Court Program - Software Maintenance to fund CSS annual invoice

***52.** 26-127-0608-E
Auditor- Request transfer from General Fund - Budgeted Reserves to IT - Other Contract Services to fund Guidehouse review of the Foundation Data Model

***53.** 26-128-0608-F
District Attorney- Request transfer from General Fund - Budgeted Reserves to District Attorney's - Various Spend Categories to fund personnel adjustments

***54.** 26-129-0608-G
General Government- Request to transfer funds from Capital Project Funds to General Fund and to transfer from the General Fund - Transfers and Reserves and Self Insurance Reserve Fund - General Self Insurance - Liability Premiums to the Self Insurance Reserve Fund - General Self Insurance - Claims Paid Liability to fund settlement payment, and request rescission of BA 26-109-0511A

***55.** 26-130-0608-H
Sheriff's Office - Request transfer within Criminal Investigation - Furniture and Fixtures to Extraordinary Supplies to fund the purchase of office furniture

Action Agenda

Purchasing

56. Consideration to award RFQ 25-082, Galveston County Flood Mitigation Assistance (FMA) Elevation Engineering Services

57. Consideration to award RFP 26-086, Local Trucking Services

58. Consideration of resultant contract from RFP #26-086, Local Trucking Service with J R Contreras Trucking submitted by the Road & Bridge Department

Adjourn

Appearances before Commissioners Court

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

Executive Sessions

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

***

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*1.

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

Approval of the accounts payable checks dated 6/8/2026

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/28/26 12:55 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*2.

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

Order for payroll ending 6/3/2026 bi-weekly #12

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/28/26 1:04 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*3.

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

Order for supplemental payroll period ending 6/3/2026 bi-weekly #12

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/28/26 1:58 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*4.

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

Internal audit report of the District Attorney's Office Petty Cash Funds with response letter from Honorable Kenneth Cusick, dated 5/19/2026

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/28/26 6:04 pm

GALVESTON COUNTY

Office of the County Auditor

Sergio Cruz
County Auditor

Christie Motogbe, CPA
First Assistant County Auditor

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

June 8, 2026

Honorable Mark A. Henry, County Judge, and
Members of the Commissioners Court
722 Moody Avenue
Galveston, Texas 77551

Honorable Mark A. Henry and Members of the Court:

Attached to be received and filed is the internal audit report of the District Attorney's Office Petty Cash Funds. Also attached is the response letter from Honorable Kenneth Cusick, dated May 19, 2026.

Sincerely,

Sergio Cruz

Sergio Cruz
County Auditor

cc: Honorable Kenneth Cusick

Attachments: District Attorney's Petty Cash Fund Internal Audit Report
Response Letter, Honorable Kenneth Cusick

GALVESTON COUNTY

Office of the County Auditor

Sergio Cruz
County Auditor

Christie Motogbe, CPA
First Assistant County Auditor

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

To: Honorable Kenneth Cusick
Galveston County District Attorney

From: Sergio Cruz SC
County Auditor

Date: May 20, 2026

Re: District Attorney's Petty Cash Funds

Child Protective Services (CPS) Petty Cash Fund

Under Local Government Code (LGC) §130.909, the Commissioners Court of a County may set aside from the general fund of the County, for the establishment of a Petty Cash Fund for any County or District Official or Department Head. A $1,000.00 Petty Cash Fund for the District Attorney's Office was approved by Commissioners Court. The purpose of this Petty Cash Fund is to provide immediate financial support for CPS case inquiry and process service requests for time sensitive CPS cases. All cash and transactions are handled by District Attorney's employees, and replenishments to the fund are budgeted out of the District Attorney's Emergency Family Support account.

A surprise cash count of the District Attorney's Petty Cash Fund was conducted as part of the audit on April 21, 2026. Controls are in place to ensure staff uses a lockable drawer to secure funds until they are ready for use. All funds were accounted for at the time of the surprise cash count.

The Auditor's Office reviewed the monthly reconciliations of the fund performed by the District Attorney's Office for the period of September 1, 2025 to March 31, 2026. No issues were noted in the review.

Civil Services Petty Cash Fund

LGC §130.909, a $400.00 Petty Cash Fund for the District Attorney's Office was approved by Commissioners Court. The purpose of this Petty Cash Fund is to provide immediate funds for Civil Service Fees related to Asset Forfeiture cases. All cash and transactions are handled by District Attorney's employees, and replenishments to the fund are budgeted out of the District Attorney's Civil Services account.

A surprise cash count of the District Attorney's Petty Cash Fund was conducted as part of the audit on April 21, 2026. Controls are in place to ensure staff uses a lockable drawer to secure funds until they are ready for use. All funds were accounted for at the time of the surprise cash count.

The Auditor's Office reviewed the monthly reconciliations of the fund performed by the District Attorney's Office for the period of September 1, 2025 to March 31, 2026. No issues were noted in the review.

We wish to kindly thank Mr. Cusick and his staff for their cooperation and assistance.

COUNTY of GALVESTON
Criminal District Attorney
KENNETH A. CUSICK

Micheal Lumpkin
Chief Investigator

Megan Jones
First Assistant

Zonia Wilturner-Smith
Chief Executive Officer

May 19,2026

Sergio Cruz
County Auditor
722 Moody Avenue, 4th Floor
Galveston, Texas 77550

Mr. Cruz,

I reviewed the draft internal audit report of the District Attorney's Office Petty Cash Funds dated May 7, 2026, and I agree with the findings as to the Child Protective Service (CPS) Petty Cash Fund and Civil Services Petty cash Fund.

Sincerely,

Kenneth A. Cusick
District Attorney

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*5.

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

Internal audit report of the Sheriff's Office Commissary and Inmate Property accounts for period of 4/1/2025 - 3/31/2026 with response letter from Sheriff Jimmy Fullen

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/29/26 8:57 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, 4th Floor, Galveston, TX 77550**

June 8, 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 are the internal audit reports of the Sheriff's Office Commissary and Inmate Property accounts. The audits covered the period of April 1, 2025 through March 31, 2026. Also attached is the response letter from Sheriff Fullen.

Sincerely,

Sergio Cruz

Sergio Cruz
County Auditor

cc: Sheriff Jimmy Fullen

Attachment: Sheriff's Office Commissary & Inmate Property Audit Report

Sheriff's Office Commissary Account
Internal Audit Report

May 12, 2026

Executive Summary 1
Introduction 2
Details..... 3-8

Galveston County
Internal Audit Division

Sergio Cruz
County Auditor

Executive Summary

Reliability and Integrity of Information (page 3)

- No material discrepancies were noted in the review of commissary and phone time sales.
- No issues were noted during the review of commissary disbursements.

Safeguarding of Assets (page 4)

- Controls are in place to ensure staff secures financial assets in the locked safe in the Inmate Accountant's office.
- No discrepancies were noted in the review of the bank reconciliation.

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

- The Sheriff's Office commissary operation is in compliance with Texas Administrative Code §291.3 and Local Government Code §351.0415.

Statistical Analysis (page 7-8)

- Commissary sales in FY2025 decreased 13% from the prior fiscal year, decreasing from $1,665,367.29 to $1,451,273,18.
- Inmate Services: Supplies made up majority (64%) of the disbursements, followed by Inmate Services: Equipment (26%), Staff: Salary (4%) and Inmate Services: Skills (2%).

Introduction

The Internal Audit Division conducted an internal audit of the Sheriff's Office Commissary Account in accordance with Local Government Code (LGC) §351.0415 and Government Code §511.016. The internal audit covered the period from April 1, 2025 through March 31, 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 Sheriff's Office Commissary Account. The internal audit included, but was not limited to, the books, accounts, reports and records of the Sheriff's Office Commissary Account, Keefe Commissary Network, LLC and Global Tel*Link Corporation.

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 Sheriff's Office as defined by the AICPA professional standards. However, our internal audit was performed with objectivity and due professional care. A copy of this report will be submitted to the Texas Commission on Jail Standards pursuant to Texas Administrative Code (TAC), Title 37, Part 9, Rule §291.3 (4).

Celeste McGilberry, Internal Auditor II, 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. The office has instituted procedures to separate the custody of the assets from the recording and authorization functions. The office has an effective separation of duties.

Commissary and Phone Time Sales

Inmates make commissary orders by selecting items (including phone time) from the kiosk located in the pod using their unique ID number. This authorizes the commissary vendor, Keefe Commissary Network, LLC (Keefe) to fill the order and deduct the purchase from the inmate's trust account, managed in the Sheriff's Jail Management System through a direct batch interface. Upon delivery of the goods, the vendor will issue credits to the inmate's trust account for items not received by the inmates.

Keefe presents invoices for the regular commissary sales (less applicable commission) to the jail's Inmate Accountant in the Sheriff's Office for payment. Global Tel*Link Corporation presents invoices for the phone sales purchased through commissary by the inmates for payment. The appropriate amounts are transferred from the inmate property account to the commissary account and manual checks are written to each vendor.

No material discrepancies were noted in the review of commissary and phone time sales.

Commissary Disbursements

Disbursements from the proceeds of the commissary sales require management approval and two signatures on the checks. Invoices should be matched to receiving reports before they are paid. Receiving reports that are accurate help ensure that goods paid for were received.

No issues were noted during the review of commissary disbursements.

Safeguarding of Assets

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

Physical Security

Physical security encompasses any method to physically secure the assets from loss. Assets not being used should be kept in a locked drawer or safe until they are needed. Controls are in place to ensure staff secures financial assets, such as the check stock for the commissary bank account in the locked safe in the Inmate Accountant's office.

Management of Collections

Properly prepared and adequately supported bank reconciliations are one of the best methods of cash management available to any official. The reconciliation process identifies any discrepancies in the account and assists in preventing the misuse of funds.

No discrepancies were noted in the review of the bank reconciliation.

Compliance with Statutes, Policies and Procedures

LGC §351.0415 Commissary Operation by Sheriff or Private Vendor

LGC §351.0415(a) states the sheriff of a county may operate a commissary for the use of the inmates committed to the county jail. The commissary must be operated in accordance with rules adopted by the Commission on Jail Standards. LGC §351.0415(b) grants exclusive control of the commissary funds to the sheriff. The sheriff shall maintain commissary accounts showing the amount of proceeds from the commissary operation and the amount and purpose of disbursements made from the proceeds. The sheriff shall accept new bids to renew contracts of commissary suppliers every five years.

The 'Commissary Services Agreement' between the County of Galveston and Keefe Commissary Network, LLC went into effect on August 19, 2024. The agreement for commissary services was re-bid in June 2024 and Trinity Services Group, Inc. was not renewed.

LGC §351.0415(c) states the sheriff may use commissary proceeds only to:

(1) Fund, staff and equip a program addressing the social, educational, recreational, religious or counseling needs of the inmates;
(2) Supply inmates with clothing, writing materials and hygiene supplies;
(3) Establish, staff and equip the commissary operation and fund the salaries of the inmate property accountant;
(4) Fund, staff and equip both an educational and a law library for the educational use of inmates; or
(5) Fund physical plant improvements, technology, equipment, programs, services and activities that provide for the well-being, health, safety and security of the inmates and the facility.

Internal audit reviewed the disbursements from the commissary proceeds for the audit period. All were in compliance with LGC §351.0415(c).

Compliance with Statutes, Policies and Procedures (cont.)

TAC §291.3 Inmate Commissary Plan

TAC Title 37, Part 9, Rule §291.3 states each facility shall have and implement a written plan, approved by the commission, governing the availability and use of an inmate commissary which allows for the purchase of hygiene items and sundries. The plan shall:

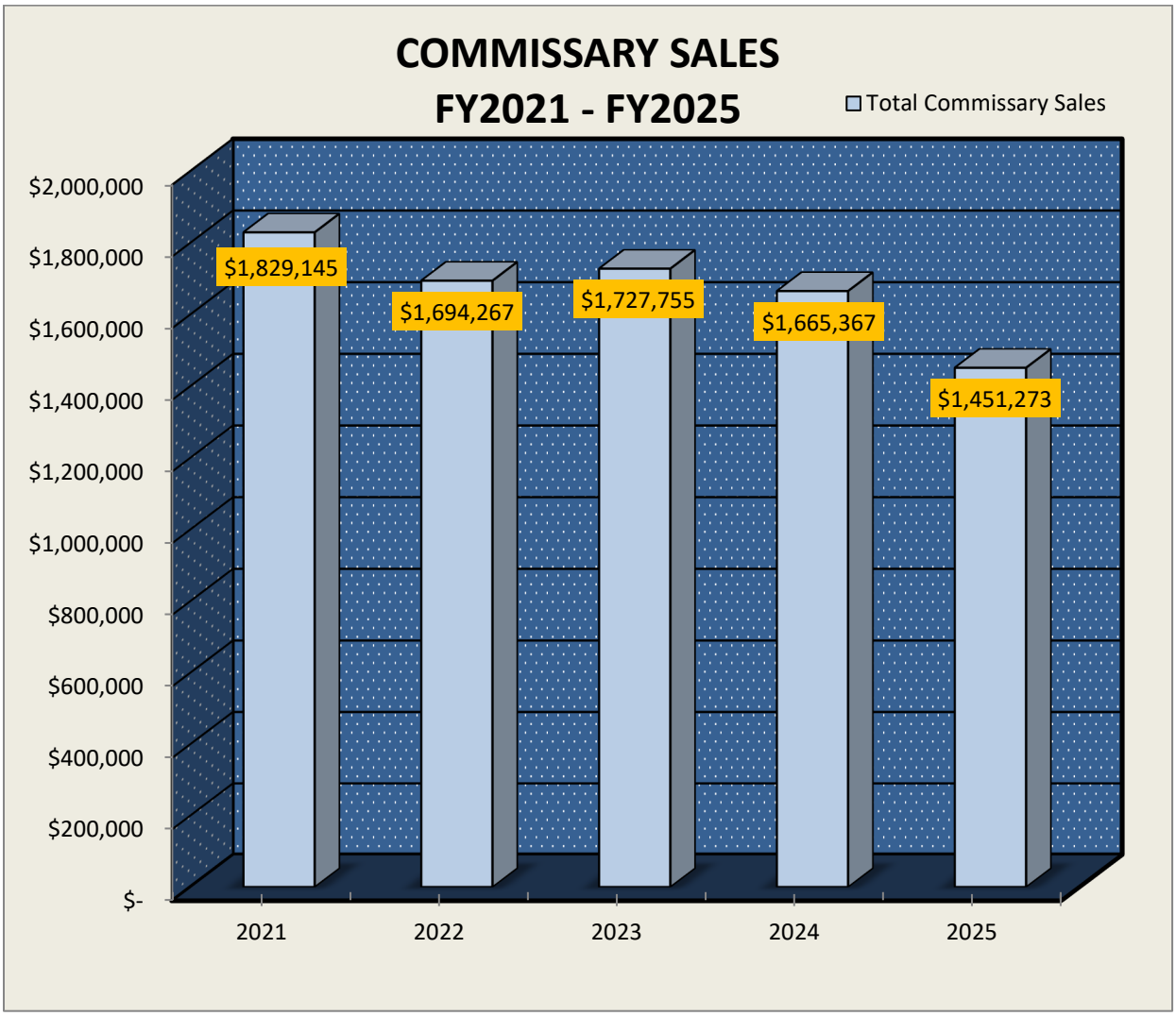
(1) Indicate type of services, in-house or vendor;
(2) Indicate frequency of services;
(3) Provide procedures for inmates obtaining items;
(4) Provide for yearly audits by the county auditor in accordance with LGC §351.0415. The audits shall be submitted to the commission not later than ten days following completion; and
(5) Provide that all expenditures from commissary proceeds be made in accordance with LGC §351.0415.

The Sheriff's Office provides each inmate a 'Galveston County Sheriff's Office Inmate Handbook' when they are booked into the jail. The handbook provides information about the commissary including the purchasing process, the types of items available for purchase and the frequency of services.

The Auditor's Office submits a copy of the audit report to the Texas Commission on Jail Standards immediately following Commissioners Court approval of the audit report.

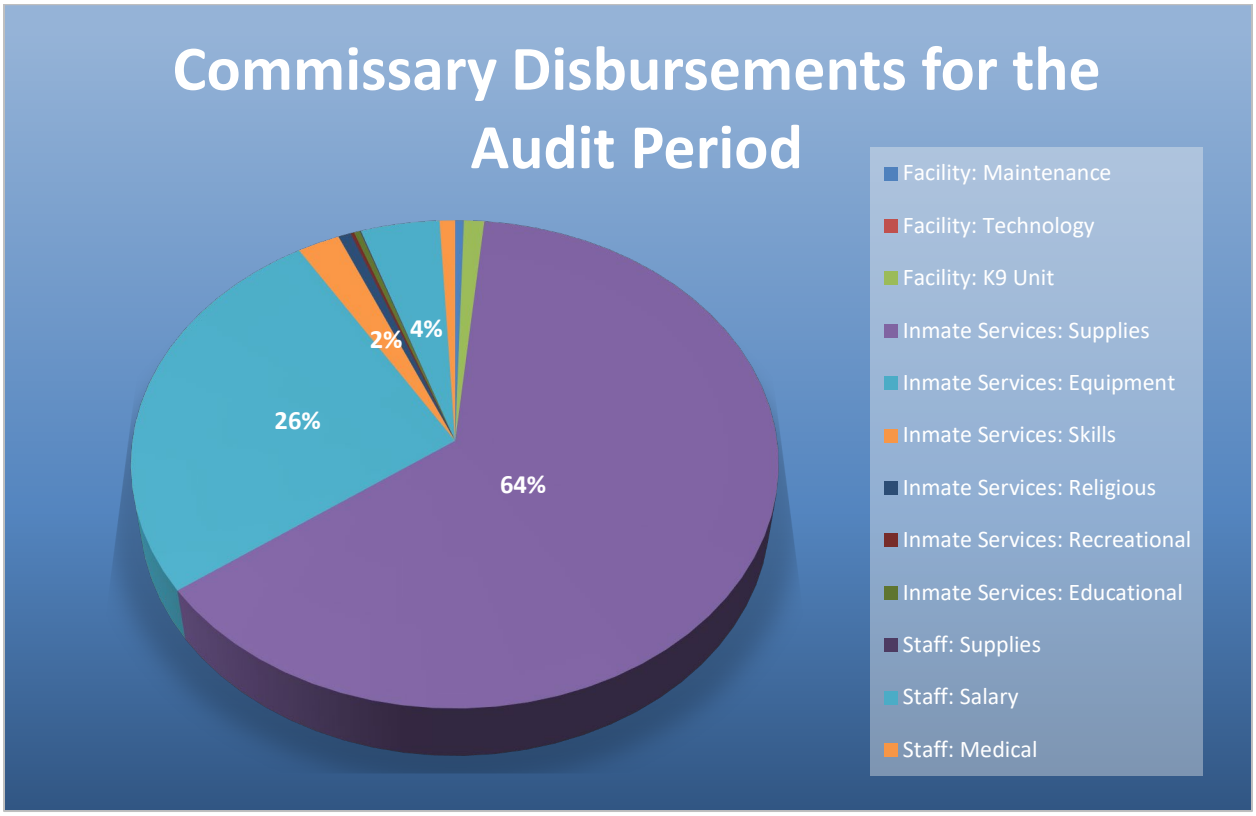
Statistical Analysis

A statistical analysis was performed on commissary sales from FY2021 through FY2025. Commissary sales in FY2025 decreased 13% from the prior fiscal year, decreasing from $1,665,367.29 to $1,451,273,18. The following chart reflects the trend of commissary sales over five years.



Statistical Analysis (cont.)

A statistical analysis was performed on commissary disbursements for the audit period. The analysis did not include disbursements to vendors for commissary sales (commissary goods and phone sales). Inmate Services: Supplies made up majority (64%) of the disbursements. The next three largest categories of disbursements were for Inmate Services: Equipment (26%), Staff: Salary (4%) and Inmate Services: Skills (2%). The following chart reflects this analysis.



Sheriff's Office Inmate Property Account
Internal Audit Report

May 12, 2026

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

Galveston County
Internal Audit Division

Sergio Cruz
County Auditor

Executive Summary

Reliability and Integrity of Information (page 3)

- Controls over record keeping and recording are adequate and effective.

Safeguarding of Assets (page 4)

- Adequate controls for the physical security of assets are in place.
- No discrepancies were noted in the review of the Inmate Property bank reconciliation.
- No discrepancies were noted in the review of the Inmate Property ACH bank reconciliation.

Compliance with Statutes, Policies and Procedures (page 5)

- No discrepancies were noted in the review of funds transferred from the ACH bank account to the Inmate Property bank account.

Introduction

The Internal Audit Division conducted an internal audit of the Sheriff's Office Inmate Property Account in accordance with Local Government Code §351.0415 and Government Code §511.016. The internal audit covered the period from April 1, 2025 through March 31, 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 Sheriff's Office Inmate Property Account. The internal audit included, but was not limited to, the books, accounts, reports and records of the Sheriff's Office Inmate Property Account.

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 Sheriff's Office as defined by the AICPA professional standards. However, our internal audit was performed with objectivity and due professional care.

Celeste McGilberry, Internal Auditor II, 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.

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. An inmate trust account is established when an inmate is booked into the county jail and the inmate has any cash or check, money order or cashier's check on their person. Inmates use the booking kiosk for cash. If the inmate has a currency other than cash, or if the kiosk does not accept the cash, deputies in booking will use a coin and currency counter to count the inmate's money. The inmate signs a receipt acknowledging the amount is correct. Any funds not deposited in the kiosk are placed in a locked safe located in booking. The Inmate Accountant picks up the money each weekday and prepares the collections for deposit.

An inmate's family or friends can mail in money orders to the jail to add to the inmate's account. Inmates can use the monies in their account to make purchases from the commissary. The Inmate Accountant receipts the mail-in payments into the Jail Management System (JMS). The money orders are deposited electronically in the bank by the Inmate Accountant.

An inmate's family or friends can also deposit money into an inmate's account with a credit card using the kiosk in the jail visitation center, online or over the phone. Deposits made through the kiosk, online or by phone are administered by Global Tel*Link Corporation (GTL). GTL electronically deposits the funds into the inmate trust account (ACH account).

The Inmate Accountant handles all questions and complaints concerning inmates' accounts. This provides a level of assurance the deposits made into inmates' accounts are properly recorded and processed in a timely manner.

Commissary purchases are deducted from an inmate's account via a direct computer interface between the commissary vendor's system Canteen Manager, and JMS. At the end of each month, a check is written to the commissary account to pay for all purchases.

Controls over the record keeping and recording are adequate and effective. The information is reliable.

Safeguarding of Assets

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

Physical Security

Physical security encompasses any method to physically secure the collections from loss. Monies seized from an individual during booking are secured in a safe until they are picked up by the Inmate Accountant for deposit.

Minimizing Exposure to Loss

Daily depositing is one of the best methods of minimizing exposure of monies to loss. Monies mailed to the Sheriff's Office for an inmate must be in the form of a money order and are electronically scanned to the bank on a daily basis.

Management of Collections

Bank reconciliations, properly prepared and adequately supported, are one of the best methods of cash management available to an official. The Inmate Accountant performs monthly bank reconciliations for the Inmate Property Account and for the Inmate Property ACH account.

No discrepancies were noted in the review of the bank reconciliation.

Inmate Property Account

Due to the software limitations of JMS preventing the user from obtaining an account balance for a previous date, the internal auditor could not perform a typical 4-column proof of cash bank reconciliation. As an alternative, the internal auditor compared the JMS inmate account balance report to the inmate property bank account balance as of April 14, 2026. It was determined Sheriff Fullen's inmate property account can meet its liability to the inmates.

Inmate Property ACH Account

The auditor performed a 4-column proof of cash bank reconciliation on the Inmate Property ACH account by comparing the bank statement amounts to the amounts recorded in the GTL Offender Connect Website for accuracy.

No discrepancies were noted in the review of the Inmate Property ACH bank reconciliation.

Compliance with Statutes, Policies and Procedures

As part of the audit, the auditor evaluated the adequacy and effectiveness of the internal controls regarding the compliance with laws, regulations, contracts, policies and procedures.

Inmate Property Fund Transfers

Money for inmates received through GTL (via kiosk, online or phone) is deposited directly into the Inmate Property ACH bank account. The office's policy is for the Inmate Accountant to transfer the funds from the ACH bank account to the Inmate Property bank account once a week.

No discrepancies were noted in the review of funds transferred from the ACH bank account to the Inmate Property bank account.

Galveston County Sheriff's Office

Jimmy Fullen, Sheriff

May 20, 2026

Sergio Cruz
P.O.BOX 1418
Galveston, TX 77553

Re: Galveston County Sheriff's Office FY 2026 Audits for Commissary and Inmate Property accounts

Dear Mr. Cruz:

I have reviewed your Internal Audit draft report for period April 1,2025 through March 31, 2026 referencing the Commissary and Inmate Property accounts and I concur with the observations therein.

My staff and I, always welcome the assistance and guidance of your staff and office. We will continue to maintain the accounts in order to comply with all the requirements of the parties involved.
Should you need any further information, please feel free to contact me

Sincerely,

Jimmy Fullen
Sheriff, Galveston County

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*6.

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

Internal audit report of the agreement between Galveston County and Friends for Life Guardianship Services for period of 3/1/2025 - 2/28/2026 with response letter from Diana Huallpa, Chief Financial Officer, dated 5/19/2026

Approval History

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

GALVESTON COUNTY

Office of the County Auditor

Sergio Cruz
County Auditor

Christie Motogbe, CPA
First Assistant County Auditor

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

June 8, 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 Agreement between Galveston County and Friends for Life relating to Guardianship Services that covered the period March 1, 2025 through February 28, 2026. Also attached is the response letter from Diana Huallpa, Chief Financial Officer, dated May 19, 2026.

Sincerely,

Sergio Cruz

Sergio Cruz
County Auditor

cc: Diana Huallpa, Chief Financial Officer

Attachment: Friends for Life – Guardianship Services Audit Report

GALVESTON COUNTY

Office of the County Auditor

Sergio Cruz
County Auditor

Christie Motogbe, CPA
First Assistant County Auditor

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

To: Diana Huallpa
Chief Financial Officer

From: Sergio Cruz SC
County Auditor

Date: April 28, 2026

Re: Galveston County Friends for Life for Guardianship Services Audit Report

The Internal Audit Division conducted an audit of the agreement by and between Galveston County and Friends for Life for Guardianship Services (the Agreement) in accordance with Government Code §155.001. The Agreement was extended on October 1, 2025 and expires on September 30, 2026. The audit covered the period March 1, 2025 through February 28, 2026.

The objectives of the audit were to provide reasonable assurance concerning:

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

Persons Served

Friends for Life provides guardianship and related services to incapacitated persons in Galveston County or other persons in Galveston County who need assistance in making decisions concerning the respective person's own welfare or financial affairs. Article III Section 1(b) Persons Served states Friends for Life Guardianship Services shall comply with all applicable statutes, rules and standards of practice and serve up to 200 wards and representative payee clients in Galveston County.

The monthly average of persons served by Friends for Life during the audit period was 54 wards and 17 representative payees.

Certified Employees

Article III Section 1(c) Certification Required for Performing Services as guardian of the contract states Friends for Life shall only utilize employees with the certification required by the Texas Supreme Court, Estates Code (EC) and the Texas Judicial Branch Certification Commission to perform guardian services for a ward.

The auditor verified that Friends for Life staff providing guardianship and representative payee services to Galveston County clients were certified. No exceptions were noted.

Guardianship Expenditures

The auditor reviewed a sample of expenditures for guardianship of the estate and representative payee services provided during the audit period to ensure the individuals' financial affairs were used only for the well-being of the ward and/or representative payee clients. No discrepancies were noted.

Compensation

Article III Section 3(a) Compensation of the Agreement states Friends for Life shall submit monthly invoices with supporting documentation on a monthly basis, following the close of month during which services were performed. Article III Section 2 Payment states the county will pay Friends for Life for guardianship services actually performed, and/or money management services actually performed subsequent to Probate Court and/or Adult Protective Services request, based on the number of individuals served. The monthly costs per individual served are as follows:

- $300.00 per month, between 1-75 individuals served
- $275.00 per month, between 76-120 individuals served

The auditor reviewed monthly invoices submitted by Friends for Life during the audit period to verify compliance with the agreement. No material discrepancies were noted.

Guardian of the Person Reporting Requirements

Annual Report of the Person

EC §1163.101 Annual Account Report Required states once each year for the duration of the guardianship, a guardian of the person shall file with the court a report that contains the following information, but is not limited to:

- All receipts and disbursements for the support and maintenance of the ward
- Personal information regarding the ward's name, address, contact information, etc.
- Information regarding the type of home in which the ward resides
- The times the guardian has seen the ward in the past year
- If the guardian has possession or control over the wards' estate
- The ward's physical and mental health during the previous year
- Description of the ward's activities during the previous year
- Recommendation explaining whether the guardian's power should be increased, decreased or unaltered

The auditor tested a sample of cases to verify compliance with EC §1163.101. No discrepancies were noted.

Guardian of the Estate Reporting Requirements

Inventory and Appraisement of the Estate

EC §1154.051 Inventory and Appraisement states not later than the 30th day after the date the guardian of the estate qualifies, unless a longer period is granted by the court, the guardian shall file with the court clerk a single written instrument that contains verified, full and detailed inventory of all the ward's property that has come into the guardian's possession or of which the guardian has knowledge. EC §1154.052 List of Claims states the guardian of the estate shall make and attach to the inventory and appraisement a complete list of claims due or owing to the ward.

The auditor tested a sample of cases to verify compliance with EC §1154.051 and EC §1154.052. No discrepancies were noted.

Initial and Annual Reporting of the Estate

EC §1163.001 Initial Account of Estate states not later than the 60th day after the first anniversary of the date the guardian of the estate of a ward qualifies, unless the court extends that period, the guardian shall file with the court an account consisting of a written exhibit made under oath that lists all claims against the estate presented to the guardian during the period covered by the account. EC §1163.002 Annual Report of the Estate states a guardian of the estate shall file an annual account conforming to the essential requirements of EC §1163.001 regarding to changes in the estate assets occurring since the date the most recent previous account filed.

The auditor tested a sample of cases to verify compliance with EC §1163.001 and EC §1163.002. No material discrepancies were noted.

We wish to thank Mrs. Huallpa and the Friends for Life office personnel for their cooperation and assistance.

MEMORANDUM

Date: May 19, 2026

To: Sergio Cruz, County Auditor

From: Diana Huallpa, Chief Financial Officer

CC: Christian Monterrubio, Deputy Chief Financial Officer

Tashonda Edwards, Indigent Coordinator

Celeste McGilberry, Auditor Internal Controls II

Subject: Response to Guardianship Services (Friends for Life) Internal Audit Report

---

The Department of Professional Services acknowledges receipt and review of the draft internal audit report related to the Agreement between Galveston County and Friends for Life for Guardianship Services, covering the period March 1, 2025 through February 28, 2026.

We appreciate the Auditor's Office for conducting this review and for the time and effort invested in evaluating these processes. The report provides valuable insight into our current practices and identifies opportunities to further strengthen controls and improve operational efficiency.

Please accept this memorandum as our formal response to the audit report. Should additional clarification or discussion be needed, our office remains available to provide further information.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*7.

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

Contract Approval Request Form

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

1) **Date of Request:** 6/8/2026
2) **Contract Type:** Expense
3) **Renewal Contract:** No
4) **Department Name: Auditor's Office**
5) **Department Contact: Christie Motogbe**
6) **Description: Change Order for Guidehouse FDM review**

7) **PEID No: 724116**
8) **Req No:**
9) **Orgkey: 1101-159100**
10) **Object Code: Other Contract Services**
11) **Vendor: Guidehouse, Inc.**
12) **Vendor Contract No: SC-0000807**

Expenditure Budget/Revenue Projections

13) **Fund Name: General Fund**
14) **Fund #: 1101**
15) **Current Year Budgeted: FY 2026**
16) **Current Year Projected: FY 2026**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 2/3/2026
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 2/3/2027
26) **Contract # Issued by Purchasing Department: SC-0000807**

NOTES: DIR-CPO-4947 has reached maturity - Approved in CC on 2/17/25-Item

41 to use cooperative in lieu of competitive bidding.
- New DIR contract is DIR-CPO-5965

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Disapprove	5/28/26 5:30 pm
Notes:	Requires a CAR. Choose CAR option and restart approval sequence for Auditor's Office -DGM		
2	Sergio Cruz	Approve	5/29/26 10:34 am
3	Melissa Fleming	Approve	5/29/26 3:44 pm
Notes:	Please obtain the corrected change order from Christi Motogbe once the vendor has corrected the DIR number. (5/29/26 MF)		
4	Francisco Rodriguez	Approve	5/29/26 3:52 pm
5	Rodolfo Gomez	Escalated	5/29/26 4:57 pm
6	Christian Monterrubio	Approve	5/29/26 4:58 pm
7	Diana Huallpa	Approve	5/29/26 5:00 pm
8	Sergio Cruz	Approve	5/29/26 5:01 pm
9	Veronica Van Horn	Approve	5/29/26 5:20 pm

Change Order for Workday Postproduction

Galveston Couty, TX

Title:	Galveston County, TX – Workday Postproduction			
Date Require Initiated:	5/8/2026			
Critical Due Date:	6/8/2026			
Contract Number	DIR-CPO-5965			
Originator Name and Role:	Tom Kraus, Optimization Project Manager			
Type of Change: **(Check all that apply):**	X	Scope		Requirements/Deliverables
		Schedule		Resources
	X	Budget		Other
Contract Execution Date	03/01/2025			

I. **Description of Change Requested**

Galveston County has engaged Guidehouse to conduct a review of the Foundation Data Model (FDM) in preparation for the Annual Comprehensive Financial Report (ACFR). This effort will be performed in two phases. The first phase will focus on ACFR readiness and will include support for required updates to the FDM, including population of EIBs as needed within Workday. The second phase will consist of a comprehensive, holistic review of the FDM to assess overall structure and usage, with Guidehouse providing recommendations for potential improvements and future updates.

Specifically, Galveston has requested the following areas of scope be included, but limited to, for this review:

- Chart of Accounts
    - Spend Categories
    - Revenue Categories
    - Ledger Accounts
- Ledger Account Summaries
- Pooled Cash Configuration
- Funds
- Cost Centers
- Worktags
- Worktag Hierarchies
- Required Reports
- Identification of any underutilized or unused functionality

Galveston's objective is to ensure alignment with GAAP and ACFR reporting requirements, while also identifying opportunities to improve efficiency and reduce processing time. Guidehouse will provide detailed recommendations based on the results of this review.

II. **Impact Assessment**

1. **Scope Change**

- Expand the scope to include a two-phase review of the Workday Foundation Data Model (FDM), consisting of ACFR readiness support followed by a comprehensive, holistic FDM assessment.

2. **Schedule/Milestone Changes**

- None

3. **Risk Analysis**

- No project risks anticipated

4. **Assumptions**

- Assumptions stated in the original contract remain unchanged

5. **Cost Impact**

Total Cost Impact - $11,381

- Part 1 – ACFR FDM Review
  - Estimated Hours: 30
  - Estimated Cost: $7,587
- Part 2 – Comprehensive / Holistic FDM Review
  - Estimated Hours (in addition to Part 1): 15
  - Estimated Cost (in addition to Part 1): $3,794

6. **Authorization**

Acceptance of this Change Request: Authorization to proceed/approval.

Galveston County Executive Sponsor/Approver Signature 	Date 05/29/2026
Guidehouse Inc. Partner/Approver Signature	Date

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*8.

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

Approval of the Certification of Revenue for Constable Precinct 2 in the amount of $122,500 for the DHS ICE 287 (g) Task Force and appropriation of funds

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/29/26 9:48 am

GALVESTON COUNTY

Office of the County Auditor

Sergio Cruz
County Auditor

Christie, Motogbe, CPA
First Assistant County Auditor

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

June 8, 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 #2 and Fleet Management

Revenue Category	Account Number/Program	Amount	Funding Source
Federal Law Enforcement Revenue	1101-223400-4332015 Program: ICE 287(g) Task Force	$22,500.00	Department of Homeland Security
Federal Law Enforcement Revenue	1101-172111-4332015 Program: ICE 287(g) Task Force	$100,000.00	Department of Homeland Security

Reason: Funds will be used to offset Constable Precinct #2's ICE 287(g) Task Force equipment/vehicles

Thank you for your attention to this matter.

Sincerely,

Sergio Cruz

Sergio Cruz
County Auditor

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 06/08/2026 : BAT-0000691

Company The County of Galveston
Plan Template Annual Budget Detail : FY26 Amended Budget
Plan FY26 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000691
Amendment Date 06/08/2026
Description Requesting approval of the Certification of Revenue in the amount of $122,500 for Constable Precinct #2 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)	5700000:Capital Outlays	172111 Fleet Management	1101 General Fund		Vehicles	ICE 287(g) Task Force		$100,000.00	$0.00	Requesting approval of the Certification of Revenue in the amount of $122,500 for Constable Precinct #2 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	223400 Constable Precinct #2	1101 General Fund		Extraordinary Supplies	ICE 287(g) Task Force		$22,500.00	$0.00	Requesting approval of the Certification of Revenue in the amount of $122,500 for Constable Precinct #2 as certified by the County Auditor for the DHS ICE 287(g) Task Force and appropriation of the same.	

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	223400 Constable Precinct #2	1101 General Fund	Federal Law Enforcement Revenue		ICE 287(g) Task Force		$0.00	$122,500.00	Requesting approval of the Certification of Revenue in the amount of $122,500 for Constable Precinct #2 as certified by the County Auditor for the DHS ICE 287(g) Task Force and appropriation of the same.	

Constable Pct 2 One-Time Stipend Invoice.pdf

File Name Constable Pct 2 One-Time Stipend Invoice.pdf
Content Type application/pdf
Updated By Lauren Swift
Upload Date 05/27/2026 12:21:52 PM
Comment

Certification of Revenue-06.08.26 DHS ICE 287(g) Task Force Constable Pct 2.pdf

File Name Certification of Revenue-06.08.26 DHS ICE 287(g) Task Force Constable Pct 2.pdf
Content Type application/pdf
Updated By Lauren Swift
Upload Date 05/27/2026 12:21:52 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	05/27/2026 12:22:29 PM	05/28/2026	Lauren Swift	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	05/27/2026 01:25:37 PM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		05/28/2026		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	05/27/2026 03:53:51 PM		Sergio Cruz (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	05/27/2026 04:04:40 PM	05/29/2026	Carin Gibbons on behalf of Paul Edinburgh (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Awaiting Action		05/29/2026	Diana Huallpa Trevino (Budget Manager)	1	

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*9.

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

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

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/27/26 9:52 am

Payment Group Ad Hoc Payment(Check) for Prosperity-District Clerk Odyssey 3561
Settlement Run SR-0000387
Organization The County of Galveston
Currency USD
Group Payment Date 05/15/2026
Payment Category Ad Hoc Payment
Bank Account Prosperity-District Clerk Odyssey 3561
Payment Type Check

Payments

Payment	Status	Payee	Payment Category	Payment Type	Payment Date	Handling Code	Payment Memo	Prenote Status	Transaction Reference	Payment Amount	Payment Currency	Bank Amount	Bank Currency
Ad Hoc Payment: RALPH IGNACIO TRISTAN - 05/08/2026	Complete	RALPH IGNACIO TRISTAN	Ad Hoc Payment	Check	05/08/2026		20-CR-1716		2918	1.54	USD	1.54	USD
Ad Hoc Payment: Amber Nicole Duck - 05/11/2026	Complete	Amber Nicole Duck	Ad Hoc Payment	Check	05/11/2026		26-FD-0002		2917	213.00	USD	213.00	USD

Payment Printing Information

Payment Printing Run	Count	Payment Amount Total	Account Currency	Printed Date	PDF File	Positive Pay Files			
						Positive Pay File	Positive Pay File Payment Count	Amount Total	Account Currency
Ad Hoc Payment - Odyssey - 05/15/2026 10:01 AM	2	214.54	USD	05/15/2026 12:01:14 PM	Ad Hoc Payment - Odyssey - 05/15/2026 10:01 AM.pdf	Positive Pay File for Prosperity-District Clerk Odyssey 3561 on 05/15/2026, 10:01 AM	2	214.54	USD

Process History

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Print Checks Task	Print Checks Task	Step Completed	05/15/2026 12:01:07 PM	05/16/2026	Mien Tran	1	
Print Checks Task	Print Checks	Not Required		05/16/2026		0	
Print Checks Task	Print Checks	Not Required		05/16/2026		0	
Print Checks Task	Print Checks	Not Required		05/16/2026		0	

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Print Checks Task	Print Checks	Not Required		05/16/2026		0	
Print Checks Task	Print Checks	Not Required		05/16/2026		0	
Print Checks Task	Print Checks	Not Required		05/16/2026		0	
Print Checks Task	Print Checks	Not Required		05/16/2026		0	
Print Checks Task	Print Checks	Step Completed	05/15/2026 12:01:15 PM	05/15/2026	Annaya Nigrelle	1	
Print Checks Task	Service: Remittance	Step Completed	05/15/2026 12:01:15 PM	05/16/2026	Workday Service	1	

Related Business Processes History

Business Process	Status
Positive Pay File: Prosperity-District Clerk Odyssey 3561 on 05/15/2026 for $214.54	Successfully Completed

Payment Group Ad Hoc Payment(Check) for Prosperity-District Clerk Odyssey 3561
Settlement Run SR-0000394
Organization The County of Galveston
Currency USD
Group Payment Date 05/22/2026
Payment Category Ad Hoc Payment
Bank Account Prosperity-District Clerk Odyssey 3561
Payment Type Check

Payments

Payment	Status	Payee	Payment Category	Payment Type	Payment Date	Handling Code	Payment Memo	Prenote Status	Transaction Reference	Payment Amount	Payment Currency	Bank Amount	Bank Currency
Ad Hoc Payment: Rebecca L. Reitz - 05/18/2026	Complete	Rebecca L. Reitz	Ad Hoc Payment	Check	05/18/2026		26-FD-0913		2919	8.00	USD	8.00	USD

Payment Printing Information

Payment Printing Run	Count	Payment Amount Total	Account Currency	Printed Date	PDF File	Positive Pay Files			
						Positive Pay File	Positive Pay File Payment Count	Amount Total	Account Currency
Ad Hoc Payment - Odyssey - 05/22/2026 08:23 AM	1	8.00	USD	05/22/2026 10:23:20 AM	Ad Hoc Payment - Odyssey - 05/22/2026 08:23 AM.pdf	Positive Pay File for Prosperity-District Clerk Odyssey 3561 on 05/22/2026, 8:23 AM	1	8.00	USD

Process History

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Print Checks Task	Print Checks Task	Step Completed	05/22/2026 10:21:15 AM	05/23/2026	Susie Smith	1	
Print Checks Task	Print Checks	Not Required		05/23/2026		0	
Print Checks Task	Print Checks	Not Required		05/23/2026		0	
Print Checks Task	Print Checks	Not Required		05/23/2026		0	
Print Checks Task	Print Checks	Not Required		05/23/2026		0	
Print Checks Task	Print Checks	Not Required		05/23/2026		0	
Print Checks Task	Print Checks	Not Required		05/23/2026		0	

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Print Checks Task	Print Checks	Not Required		05/23/2026		0	
Print Checks Task	Print Checks	Step Completed	05/22/2026 10:23:20 AM	05/22/2026	Annaya Nigrelle	1	
Print Checks Task	Service: Remittance	Step Completed	05/22/2026 10:23:20 AM	05/23/2026	Workday Service	1	

Related Business Processes History

Business Process	Status
Positive Pay File: Prosperity-District Clerk Odyssey 3561 on 05/22/2026 for $8.00	Successfully Completed

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*10.

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

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

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/28/26 8:14 am

Payment Group Ad Hoc Payment(Check) for Prosperity-Court Collections Odyssey 9911
Settlement Run SR-0000387
Organization The County of Galveston
Currency USD
Group Payment Date 05/15/2026
Payment Category Ad Hoc Payment
Bank Account Prosperity-Court Collections Odyssey 9911
Payment Type Check

Payments

Payment	Status	Payee	Payment Category	Payment Type	Payment Date	Handling Code	Payment Memo	Prenote Status	Transaction Reference	Payment Amount	Payment Currency	Bank Amount	Bank Currency
Ad Hoc Payment: Alicia Gaye Burrell - 05/13/2026	Complete	Alicia Gaye Burrell	Ad Hoc Payment	Check	05/13/2026		24-CR-2842		314281	100.00	USD	100.00	USD
Ad Hoc Payment: CUMIS INSURANCE SOCIETY - 05/13/2026	Complete	CUMIS INSURANCE SOCIETY	Ad Hoc Payment	Check	05/13/2026		22-CR-3520		314287	2,856.88	USD	2,856.88	USD
Ad Hoc Payment: JEFFREY SMITH - 05/13/2026	Complete	JEFFREY SMITH	Ad Hoc Payment	Check	05/13/2026		25-CR-0178		314293	560.50	USD	560.50	USD
Ad Hoc Payment: John Charles Boridy - 05/13/2026	Complete	John Charles Boridy	Ad Hoc Payment	Check	05/13/2026		20-CR-3761		314294	200.00	USD	200.00	USD
Ad Hoc Payment: SALVATION ARMY - 05/13/2026	Complete	SALVATION ARMY	Ad Hoc Payment	Check	05/13/2026		25-CR-3834		314302	65.00	USD	65.00	USD
Ad Hoc Payment: BECKY FELLOWS - 05/13/2026	Complete	BECKY FELLOWS	Ad Hoc Payment	Check	05/13/2026		25-CR-1167		314283	51.66	USD	51.66	USD
Ad Hoc Payment: AUBREY ADAMS - 05/13/2026	Complete	AUBREY ADAMS	Ad Hoc Payment	Check	05/13/2026		25-CR-1167		314282	95.66	USD	95.66	USD
Ad Hoc Payment: JOHN PARKER - 05/13/2026	Complete	JOHN PARKER	Ad Hoc Payment	Check	05/13/2026		25-CR-1167		314295	21.14	USD	21.14	USD
Ad Hoc Payment: TARGET LOSS PREVENTION - 05/13/2026	Complete	TARGET LOSS PREVENTION	Ad Hoc Payment	Check	05/13/2026		25-CR-0296		314307	50.00	USD	50.00	USD
Ad Hoc Payment: Shirley Guidry - 05/13/2026	Complete	Shirley Guidry	Ad Hoc Payment	Check	05/13/2026		23-CR-4106		314305	405.00	USD	405.00	USD

Payment	Status	Payee	Payment Category	Payment Type	Payment Date	Handling Code	Payment Memo	Prenote Status	Transaction Reference	Payment Amount	Payment Currency	Bank Amount	Bank Currency
Ad Hoc Payment: GALVESTON GOVERNMENT EMPLOYEES CREDIT UNION - 05/13/2026	Complete	GALVESTON GOVERNMENT EMPLOYEES CREDIT UNION	Ad Hoc Payment	Check	05/13/2026		22-CR-3520		314291	43.12	USD	43.12	USD
Ad Hoc Payment: ELEAZAR FLORES - 05/13/2026	Complete	ELEAZAR FLORES	Ad Hoc Payment	Check	05/13/2026		24-CR-0307		314289	352.00	USD	352.00	USD
Ad Hoc Payment: Mia Johnson - 05/13/2026	Complete	Mia Johnson	Ad Hoc Payment	Check	05/13/2026		25-CR-4243		314298	3,383.21	USD	3,383.21	USD
Ad Hoc Payment: SHARON DEPAUW - 05/13/2026	Complete	SHARON DEPAUW	Ad Hoc Payment	Check	05/13/2026		25-CR-1167		314304	32.73	USD	32.73	USD
Ad Hoc Payment: TERRY GRAHAM - 05/13/2026	Complete	TERRY GRAHAM	Ad Hoc Payment	Check	05/13/2026		25-CR-1167		314308	68.69	USD	68.69	USD
Ad Hoc Payment: KHAMBREL MARSHALL - 05/13/2026	Complete	KHAMBREL MARSHALL	Ad Hoc Payment	Check	05/13/2026		25-CR-1167		314296	82.03	USD	82.03	USD
Ad Hoc Payment: Health and Human Services Commission - 05/13/2026	Complete	Health and Human Services Commission	Ad Hoc Payment	Check	05/13/2026		24-CR-3176		314292	140.00	USD	140.00	USD
Ad Hoc Payment: CC Tank Solutions - 05/13/2026	Complete	CC Tank Solutions	Ad Hoc Payment	Check	05/13/2026		25-CR-3017		314285	39.52	USD	39.52	USD
Ad Hoc Payment: WALMART - 05/13/2026	Complete	WALMART	Ad Hoc Payment	Check	05/13/2026		25-CR-0826		314313	76.00	USD	76.00	USD
Ad Hoc Payment: MORIAH FREEMAN - 05/13/2026	Complete	MORIAH FREEMAN	Ad Hoc Payment	Check	05/13/2026		MD-0423100		314299	252.00	USD	252.00	USD
Ad Hoc Payment: Texas Department of Public Safety - 05/13/2026	Complete	Texas Department of Public Safety	Ad Hoc Payment	Check	05/13/2026		25-CR-4378		314311	30.00	USD	30.00	USD
Ad Hoc Payment: SANDRA & GABRIEL PITA - 05/13/2026	Complete	SANDRA & GABRIEL PITA	Ad Hoc Payment	Check	05/13/2026		19-CR-2681		314303	500.00	USD	500.00	USD

Payment	Status	Payee	Payment Category	Payment Type	Payment Date	Handling Code	Payment Memo	Prenote Status	Transaction Reference	Payment Amount	Payment Currency	Bank Amount	Bank Currency
Ad Hoc Payment: Marvin Calix - 05/13/2026	Complete	Marvin Calix	Ad Hoc Payment	Check	05/13/2026		MD-0418914		314297	157.60	USD	157.60	USD
Ad Hoc Payment: Texas Department of Public Safety - 05/13/2026	Complete	Texas Department of Public Safety	Ad Hoc Payment	Check	05/13/2026		25-CR-1007		314310	35.00	USD	35.00	USD
Ad Hoc Payment: Eric Anthony Sacramento - 05/13/2026	Complete	Eric Anthony Sacramento	Ad Hoc Payment	Check	05/13/2026		23-CR-0437		314290	192.00	USD	192.00	USD
Ad Hoc Payment: Port of Galveston Police Department - 05/13/2026	Complete	Port of Galveston Police Department	Ad Hoc Payment	Check	05/13/2026		MD-0414111		314301	360.00	USD	360.00	USD
Ad Hoc Payment: SONIA HAYNES - 05/13/2026	Complete	SONIA HAYNES	Ad Hoc Payment	Check	05/13/2026		25-CR-1167		314306	40.65	USD	40.65	USD
Ad Hoc Payment: TONY SOUTHALL - 05/13/2026	Complete	TONY SOUTHALL	Ad Hoc Payment	Check	05/13/2026		25-CR-1167		314312	117.75	USD	117.75	USD
Ad Hoc Payment: CHARLIE FAHRMEIER - 05/13/2026	Complete	CHARLIE FAHRMEIER	Ad Hoc Payment	Check	05/13/2026		25-CR-1167		314286	50.20	USD	50.20	USD
Ad Hoc Payment: DANIEL MCKINNEY - 05/13/2026	Complete	DANIEL MCKINNEY	Ad Hoc Payment	Check	05/13/2026		25-CR-1167		314288	62.33	USD	62.33	USD
Ad Hoc Payment: BRETT COPE - 05/13/2026	Complete	BRETT COPE	Ad Hoc Payment	Check	05/13/2026		25-CR-1167		314284	58.16	USD	58.16	USD
Ad Hoc Payment: Naomi Delarosa - 05/13/2026	Complete	Naomi Delarosa	Ad Hoc Payment	Check	05/13/2026		MD-0421921		314300	30.00	USD	30.00	USD
Ad Hoc Payment: Texas Department of Public Safety - 05/13/2026	Complete	Texas Department of Public Safety	Ad Hoc Payment	Check	05/13/2026		23-CR-0348		314309	180.00	USD	180.00	USD

Payment Printing Information

Payment Printing Run	Count	Payment Amount Total	Account Currency	Printed Date	PDF File	Positive Pay Files			
						Positive Pay File	Positive Pay File Payment Count	Amount Total	Account Currency
Ad Hoc Payment - Odyssey - 05/15/2026 10:01 AM	33	10,688.83	USD	05/15/2026 12:01:30 PM	Ad Hoc Payment - Odyssey - 05/15/2026 10:01 AM.pdf	Positive Pay File for Prosperity-Court Collections Odyssey 9911 on 05/15/2026, 10:01 AM	33	10,688.83	USD

Process History

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Print Checks Task	Print Checks Task	Step Completed	05/15/2026 12:01:05 PM	05/16/2026	Mien Tran	1	
Print Checks Task	Print Checks	Not Required		05/16/2026		0	
Print Checks Task	Print Checks	Not Required		05/16/2026		0	
Print Checks Task	Print Checks	Not Required		05/16/2026		0	
Print Checks Task	Print Checks	Not Required		05/16/2026		0	
Print Checks Task	Print Checks	Not Required		05/16/2026		0	
Print Checks Task	Print Checks	Not Required		05/16/2026		0	
Print Checks Task	Print Checks	Not Required		05/16/2026		0	
Print Checks Task	Print Checks	Step Completed	05/15/2026 12:01:31 PM	05/15/2026	Annaya Nigrelle	1	
Print Checks Task	Service: Remittance	Step Completed	05/15/2026 12:01:31 PM	05/16/2026	Workday Service	1	

Related Business Processes History

Business Process	Status
Positive Pay File: Prosperity-Court Collections Odyssey 9911 on 05/15/2026 for $10,688.83	In Progress

Payment Group Ad Hoc Payment(Check) for Prosperity-Court Collections Odyssey 9911
Settlement Run SR-0000394
Organization The County of Galveston
Currency USD
Group Payment Date 05/22/2026
Payment Category Ad Hoc Payment
Bank Account Prosperity-Court Collections Odyssey 9911
Payment Type Check

Payments

Payment	Status	Payee	Payment Category	Payment Type	Payment Date	Handling Code	Payment Memo	Prenote Status	Transaction Reference	Payment Amount	Payment Currency	Bank Amount	Bank Currency
Ad Hoc Payment: NATION UNION FIRE INS. CO. OF PITTSBURG, PA. - 05/20/2026	Complete	NATION UNION FIRE INS. CO. OF PITTSBURG, PA.	Ad Hoc Payment	Check	05/20/2026		23-CR-0185		314326	1,620.00	USD	1,620.00	USD
Ad Hoc Payment: DAVID GARZA - 05/20/2026	Complete	DAVID GARZA	Ad Hoc Payment	Check	05/20/2026		24-CR-2130		314317	90.00	USD	90.00	USD
Ad Hoc Payment: FRIENDSWOOD YOUTH BASEBALL BOOSTER CLUB - 05/20/2026	Complete	FRIENDSWOOD YOUTH BASEBALL BOOSTER CLUB	Ad Hoc Payment	Check	05/20/2026		19-CR-3504		314322	475.00	USD	475.00	USD
Ad Hoc Payment: FAMILY DOLLAR - 05/20/2026	Complete	FAMILY DOLLAR	Ad Hoc Payment	Check	05/20/2026		21-CR-2426		314319	20.00	USD	20.00	USD
Ad Hoc Payment: TEXAS COASTAL REALTY - 05/20/2026	Complete	TEXAS COASTAL REALTY	Ad Hoc Payment	Check	05/20/2026		25-CR-1550		314328	945.00	USD	945.00	USD
Ad Hoc Payment: City of Texas City - 05/20/2026	Complete	City of Texas City	Ad Hoc Payment	Check	05/20/2026		MD-0421065		314316	150.00	USD	150.00	USD
Ad Hoc Payment: Fraud prosecution Unit Texas Workforce Commisision Revenue & Trust Management - 05/20/2026	Complete	Fraud prosecution Unit Texas Workforce Commisision Revenue & Trust Management	Ad Hoc Payment	Check	05/20/2026		23-CR-0719		314321	100.00	USD	100.00	USD
Ad Hoc Payment: Brayan Cardenas - 05/20/2026	Complete	Brayan Cardenas	Ad Hoc Payment	Check	05/20/2026		24-CR-3318		314315	105.00	USD	105.00	USD
Ad Hoc Payment: Kristen Lovett - 05/20/2026	Complete	Kristen Lovett	Ad Hoc Payment	Check	05/20/2026		24-CR-3317		314323	105.00	USD	105.00	USD

Payment	Status	Payee	Payment Category	Payment Type	Payment Date	Handling Code	Payment Memo	Prenote Status	Transaction Reference	Payment Amount	Payment Currency	Bank Amount	Bank Currency
Ad Hoc Payment: Texas Department of Public Safety - 05/20/2026	Complete	Texas Department of Public Safety	Ad Hoc Payment	Check	05/20/2026		25-CR-3250		314333	180.00	USD	180.00	USD
Ad Hoc Payment: U.S. Postal Service - 05/20/2026	Complete	U.S. Postal Service	Ad Hoc Payment	Check	05/20/2026		23-CR-3349		314334	300.00	USD	300.00	USD
Ad Hoc Payment: Texas Department of Public Safety - 05/20/2026	Complete	Texas Department of Public Safety	Ad Hoc Payment	Check	05/20/2026		17-CR-2128		314332	180.00	USD	180.00	USD
Ad Hoc Payment: WALTER PREMIRELLI - 05/20/2026	Complete	WALTER PREMIRELLI	Ad Hoc Payment	Check	05/20/2026		20-CR-1685		314335	18.00	USD	18.00	USD
Ad Hoc Payment: MANFREDY VILLALOBOS - 05/20/2026	Complete	MANFREDY VILLALOBOS	Ad Hoc Payment	Check	05/20/2026		23-CR-0030		314325	15.00	USD	15.00	USD
Ad Hoc Payment: Fraud Prosecution Unit Texas Workforce Commision Revenue & Trust Managment - 05/20/2026	Complete	Fraud Prosecution Unit Texas Workforce Commision Revenue & Trust Managment	Ad Hoc Payment	Check	05/20/2026		23-CR-0718		314320	301.00	USD	301.00	USD
Ad Hoc Payment: Texas Department of Public Safety - 05/20/2026	Complete	Texas Department of Public Safety	Ad Hoc Payment	Check	05/20/2026		25-CR-4807		314331	45.00	USD	45.00	USD
Ad Hoc Payment: Texas Department of Public Safety - 05/20/2026	Complete	Texas Department of Public Safety	Ad Hoc Payment	Check	05/20/2026		18-CR-4028		314330	135.00	USD	135.00	USD
Ad Hoc Payment: TEXAS DEPARTMENT OF PUBLIC SAFETY - 05/20/2026	Complete	TEXAS DEPARTMENT OF PUBLIC SAFETY	Ad Hoc Payment	Check	05/20/2026		25-CR-1714		314329	41.00	USD	41.00	USD
Ad Hoc Payment: Emeterio Ocampo Gonzalez - 05/20/2026	Complete	Emeterio Ocampo Gonzalez	Ad Hoc Payment	Check	05/20/2026		17-CR-0255		314318	600.00	USD	600.00	USD
Ad Hoc Payment: BOLIVAR BARGE - 05/20/2026	Complete	BOLIVAR BARGE	Ad Hoc Payment	Check	05/20/2026		13-CR-0775		314314	100.00	USD	100.00	USD
Ad Hoc Payment: Sherwin Williams - 05/20/2026	Complete	Sherwin Williams	Ad Hoc Payment	Check	05/20/2026		20-CR-1031		314327	50.00	USD	50.00	USD
Ad Hoc Payment: LEAGUE CITY YOUTH SPORTS ORGANIZATION - 05/20/2026	Complete	LEAGUE CITY YOUTH SPORTS ORGANIZATION	Ad Hoc Payment	Check	05/20/2026		21-CR-0390		314324	280.00	USD	280.00	USD

Payment Printing Information

Payment Printing Run	Count	Payment Amount Total	Account Currency	Printed Date	PDF File	Positive Pay Files			
						Positive Pay File	Positive Pay File Payment Count	Amount Total	Account Currency
Ad Hoc Payment - Odyssey - 05/22/2026 08:23 AM	22	5,855.00	USD	05/22/2026 10:23:53 AM	Ad Hoc Payment - Odyssey - 05/22/2026 08:23 AM.pdf	Positive Pay File for Prosperity-Court Collections Odyssey 9911 on 05/22/2026, 8:23 AM	22	5,855.00	USD

Process History

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Print Checks Task	Print Checks Task	Step Completed	05/22/2026 10:21:12 AM	05/23/2026	Susie Smith	1	
Print Checks Task	Print Checks	Not Required		05/23/2026		0	
Print Checks Task	Print Checks	Not Required		05/23/2026		0	
Print Checks Task	Print Checks	Not Required		05/23/2026		0	
Print Checks Task	Print Checks	Not Required		05/23/2026		0	
Print Checks Task	Print Checks	Not Required		05/23/2026		0	
Print Checks Task	Print Checks	Not Required		05/23/2026		0	
Print Checks Task	Print Checks	Not Required		05/23/2026		0	
Print Checks Task	Print Checks	Not Required		05/23/2026		0	
Print Checks Task	Print Checks	Step Completed	05/22/2026 10:23:54 AM	05/22/2026	Annaya Nigrelle	1	
Print Checks Task	Service: Remittance	Step Completed	05/22/2026 10:23:54 AM	05/23/2026	Workday Service	1	

Related Business Processes History

Business Process	Status
Positive Pay File: Prosperity-Court Collections Odyssey 9911 on 05/22/2026 for $5,855.00	Successfully Completed

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*11.

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

Receive and file Galveston County Emergency Services District No. 2 Annual Financial Report for Fiscal Year Ended September 30, 2025 submitted by the County Judge

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/29/26 3:02 pm

BENCKENSTEIN & OXFORD, L.L.P.

ATTORNEYS AT LAW
6850 PHELAN BLVD.
Joshua C. Heinz BEAUMONT, TEXAS 77706 jheinz@benoxford.com
PHONE: (409) 833-9182
FAX: (409) 833-8819

May 28, 2026

Via Email: mark.henry@co.galveston.tx.us
Galveston County Commissioners Court
c/o Hon. Mark Henry, County Judge
Galveston County Courthouse
722 Moody, Suite 200
Galveston, Texas 77550

Re: Galveston County Emergency Services District No. 2
Annual Financial Report for Fiscal Year Ended September 30, 2025
B&O File No. 87226.

Dear Judge Henry and County Commissioners,

Enclosed please find Galveston County Emergency Services District No. 2's ("GCESD No. 2") Annual Financial Report for the fiscal year ended September 30, 2025 (accepted/approved by GCESD No. 2's Board of Commissioners during its May 19, 2026 regular meeting), which is being submitted to the Galveston County Commissioners Court in accordance with Section 775.082 of the Texas Health & Safety Code.

Sincerely,

BENCKENSTEIN & OXFORD, L.L.P.

By: _____
Joshua C. Heinz

JCH/jcr
Enclosure

cc: ***Via Email***
Joe Giusti, Commissioner, Pct. 2
Dianna Martinez, Office Coordinator

Via Email
GCESD No. 2
Kate Newberry, President
Greg Fountain, Treasurer
Doug Saunders, District Manager

ANNUAL FINANCIAL REPORT

of the

Galveston County Emergency Services District No. 2

For the Year Ended
September 30, 2025

(This page intentionally left blank.)

Galveston County Emergency Services District No. 2

TABLE OF CONTENTS

For the Year Ended September 30, 2025

	Page
Independent Auditor's Report	1
Management's Discussion and Analysis	7
FINANCIAL STATEMENTS	
Statement of Net Position	17
Statement of Activities	19
Balance Sheet	20
Reconciliation of the Balance Sheet to the Statement of Net Position	21
Statement of Revenues, Expenditures, and Change in Fund Balance	22
Reconciliation of the Statement of Revenues, Expenditures, and Change in Fund Balance to the Statement of Activities	23
Notes to Financial Statements	25
REQUIRED SUPPLEMENTARY INFORMATION	
Budgetary Comparison Schedule – General Fund	51
Schedule of Changes in net pension asset/liability and related ratios	52
Schedule of Employer Contributions to pension plan	53
Schedule of Changes in net OPEB asset/liability and related ratios	55

(This page intentionally left blank.)

BROOKSWATSON & CO.
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

To the Board of Commissioners of the
Galveston County Emergency Services District No. 2:

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and the general fund of Galveston County Emergency Services District No. 2 (the "District") as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities and the general fund of the District, as of September 30, 2025, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

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

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

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

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information for the general fund be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.



BrooksWatson & Co., PLLC
Certified Public Accountants
Houston, Texas
May 18, 2026

(This page is intentionally left blank.)

MANAGEMENT'S DISCUSSION AND ANALYSIS

(This page intentionally left blank.)

Galveston County Emergency Services District No. 2

MANAGEMENT'S DISCUSSION AND ANALYSIS

For the Year Ended September 30, 2025

The purpose of the Management's Discussion and Analysis (the "MD&A") is to give the readers an objective and easily readable analysis of the financial activities of the Galveston County Emergency Services District No. 2 (the "District") for the year ended September 30, 2025. The analysis is based on currently known facts, decisions, or economic conditions. It presents short and long-term analysis of the District's activities, compares current year results with those of the prior year, and discusses the positive and negative aspects of that comparison. Governmental Accounting Standards Board (GASB) Statement No. 34 establishes the content of the minimum requirements for MD&A. Please read the MD&A in conjunction with the District's financial statements, which follow this section.

THE STRUCTURE OF OUR ANNUAL REPORT

The annual financial report is presented as compliant with the financial reporting model in effect pursuant to GASB Statement No. 34. The financial reporting model requires governments to present certain basic financial statements as well as a Management's Discussion and Analysis (MD&A) and certain other Required Supplementary Information (RSI). The basic financial statements include (1) government-wide financial statements, (2) individual fund financial statements, and (3) notes to the financial statements.

Government-Wide Statements

The government-wide statements report information for the District as a whole. These statements include transactions and balances relating to all assets, including capital assets. These statements are designed to provide information about cost of services, operating results, and financial position of the District as an economic entity. The Statement of Net Position and the Statement of Activities report information on the District's activities that enable the reader to understand the financial condition of the District. These statements are prepared using the *accrual basis of accounting*, which is similar to the accounting used by most private-sector companies. All of the current year's revenues and expenses are taken into account even if cash has not yet changed hands.

The Statement of Net Position presents information on all of the District's assets and liabilities. The difference between the two is reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating. Other non-financial factors, such as the District's property tax base need to be considered to assess the overall health of the District.

The Statement of Activities presents information showing how the District's net position changed during the most recent year. All changes in the net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows – the accrual method rather than modified accrual that is used in the fund level statements.

The Statement of Net Position and the Statement of Activities present the District using one class of activity:

1. Governmental Activities – The District's emergency service operations are reported here.

The government-wide financial statements can be found after the MD&A within this report.

FUND FINANCIAL STATEMENTS

Funds may be considered as operating companies of the parent corporation, which is the District. They are usually segregated for specific activities or objectives. The District uses fund accounting to ensure and demonstrate compliance with finance-related legal reporting requirements. The District's operations are reported using governmental funds.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the year. Such information may be useful in evaluating the District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The District maintains one governmental fund. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balance for the general fund which is considered to be a major fund. The general fund is used to report the District's activities.

The District adopts an annual unappropriated budget for its general fund. A budgetary comparison schedule has been provided to demonstrate compliance with this budget.

Notes to Financial Statements

The notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes can be found after the financial statements within this report.

Other Information

In addition to basic financial statements, this MD&A, and accompanying notes, this report also presents certain RSI. The RSI that GASB Statement No. 34 requires includes a budgetary comparison schedule for the general fund. The RSI can be found after the notes to the financial statements within this report.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of the District's financial position. For the District, assets exceed liabilities by $5,263,194 as of year end. Restricted net position of $54,973 represents the District's net pension asset, which is not available for general use. Unrestricted net position, $4,138,712, may be used to meet the District's ongoing emergency service operations.

Statement of Net Position:

	Governmental Activities		
	2025	2024	$ Change
Current and other assets	$ 4,183,603	$ 3,778,256	$ 405,347
Long-term assets	1,674,708	1,575,841	98,867
Total Assets	5,858,311	5,354,097	504,214
Total Deferred Outflows	179,049	163,515	15,534
Current liabilities	352,901	266,745	86,156
Long-term liabilities	420,878	211,478	209,400
Total Liabilities	773,779	478,223	295,556
Total Deferred Inflows	387	-	387
Net Position:			
Net investment in capital assets	1,069,509	1,272,889	(203,380)
Restricted	54,973	-	54,973
Unrestricted	4,138,712	3,766,500	427,185
Total Net Position	$ 5,263,194	$ 5,039,389	$ 223,805

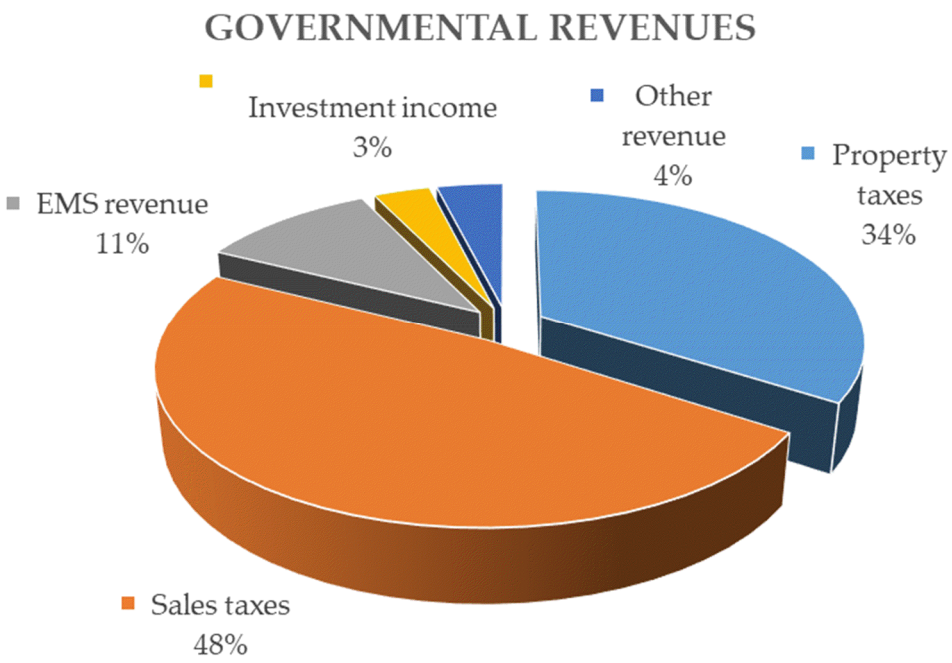
The overall condition of the District experienced increases in property and sales taxes due to continued growth within the District. Current assets represent property, sales tax, and EMS receivables as well as cash, which increased by $405,347. Capital assets (net of accumulated depreciation) increased by $43,894 due to the purchase of Stryker medical equipment and Motorola communications equipment, partially offset by current year depreciation. Current liabilities represent amounts owed for expenditures related to current year VFD and EMS operations. Current liabilities increased primarily due to the current portion of the new Stryker note payable and accrued interest. Long-term liabilities increased as a result of the District issuing a new note payable in the amount of $381,539 to finance the purchase of Stryker medical equipment, which more than offset principal payments made during the year.

Statement of Activities:

The following table provides a summary of the District's changes in net position:

	Governmental Activities		
	2025	2024	$ Change
Revenues			
General revenues:			
Property taxes	$ 1,596,819	$ 1,462,769	$ 134,050
Sales taxes	2,079,778	2,068,131	11,647
EMS revenue	344,749	445,421	(100,672)
Investment income	135,561	142,759	(7,198)
Other revenue	31,633	168,283	(136,650)
Total Revenues	4,188,540	4,287,363	(98,823)
Expenses			
Public safety	3,951,440	3,531,118	420,322
Interest and fiscal charges	13,295	10,080	3,215
Total Expenses	3,964,735	3,541,198	423,537
Change in Net Position	223,805	746,165	(522,360)
Beginning Net Position	5,039,389	4,293,224	746,165
Ending Net Position	$ 5,263,194	$ 5,039,389	$ 223,805

Graphic presentations of selected data from the summary tables are displayed below to assist in the analysis of the District's activities.



The District reported an increase in net position of $223,805. Property taxes showed the most significant increase of $134,050, or 9%, reflecting higher assessed values within the District. Sales taxes increased by $11,647, due to continued economic growth within the District. EMS revenue decreased by $100,672, or 23%, as billing collections moderated following strong prior-year growth. Investment income decreased by $7,198, or 5%, due to moderating interest rates compared to the elevated rates of the prior year. Other revenue decreased $136,650 due to the non-recurrence of the charity care grant received in the prior fiscal year.

The District's largest current year expense relates to VFD and EMS service operations totaling $3,591,440. This increase of $420,322 over the prior year is due to growth in the District, increased demand for services, and the significant employee compensation adjustments approved by the Board in summer 2024 to support retention of full-time EMS personnel.

FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS

As noted earlier, fund accounting is used to demonstrate and ensure compliance with finance-related legal requirements.

Governmental Funds – The focus of the District's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, the unassigned fund balance may

serve as a useful measure of the District's net resources available for spending at the end of the year.

The District's general fund reflects an unassigned fund balance of $1,152,254. There was an increase in fund balance of $361,946 from the prior year. The most significant change in the general fund when compared to the prior year relates to the increase in EMS expenditures of $298,494, primarily due to the Board-approved compensation increases for all employee positions implemented in summer 2024 to support retention of full-time EMS personnel. In addition, other revenue decreased $136,650 due to the non-recurrence of the charity care grant received in the prior year. Property taxes increased by $119,452 due to greater assessed values within the District.

GENERAL FUND BUDGETARY HIGHLIGHTS

Actual general fund revenues were less than final budgeted revenues by $349,991 for the year. Actual general fund expenditures were under the final budget by $330,398. The net change in fund balance for the year was a positive $361,946 for the year.

CAPITAL ASSETS

As of the end of the year, the Districts' governmental activities funds had invested $1,619,735 in a variety of capital assets and infrastructure, net of accumulated depreciation. Current year additions of $416,399 include Stryker medical equipment valued at $381,539 and Motorola communications equipment valued at $34,860. Additionally, the construction in progress balance of $440,882 from the prior year was reclassified to depreciable vehicles upon completion of the pumper truck. More detailed information about the District's capital assets is presented in note IV.C to the financial statements.

LONG-TERM DEBT

The District's outstanding notes payable increased by $302,247 from the prior year due to the issuance of a new note payable with Stryker Sales, LLC. in the amount of $381,539, partially offset by principal payments of $79,292. The total long-term debt was $605,199 at the close of the fiscal year. More detailed information about the District's long-term liabilities is presented in note IV.D to the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

The District is located in Galveston County, Texas. The District anticipates an increase in the overall property values in the county resulting in an increase in the assessed valuation of the District. The overall economic recovery and continued development within the District will continue to fuel increased sales tax receipts in the coming year.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide a general overview of the District's finances. Questions concerning this report or requests for additional financial information should be directed to Greg Fountain, District Treasurer, P.O. Box 1698, Crystal Beach, Texas 77650.

(This page is intentionally left blank.)

FINANCIAL STATEMENTS

(This page is intentionally left blank.)

Galveston County
Emergency Services District No. 2

STATEMENT OF NET POSITION

September 30, 2025

		Governmental Activities
Assets		
Cash		$ 3,659,788
Taxes receivable		419,082
EMS receivable		98,602
Other assets		6,131
	Total Current Assets	4,183,603
Net pension asset		54,973
Capital assets:		
Net depreciable capital assets		1,619,735
	Total Noncurrent Assets	1,674,708
	Total Assets	5,858,311
Deferred Outflows of Resources		
Pension outflows - TCDRS		179,049
	Total Deferred Outflows of Resources	179,049
Liabilities		
Accounts payable		102,269
Accrued interest		11,766
Compensated absences, current		46,091
Long-term debt, current		192,775
	Total Current Liabilities	352,901
Noncurrent liabilities:		
OPEB liability - TCDRS		3,333
Compensated absences, noncurrent		5,121
Long-term debt, noncurrent		412,424
	Total Noncurrent Liabilities	420,878
	Total Liabilities	773,779
Deferred Inflows of Resources		
OPEB inflows		387
Net Position		
Net investment in capital assets		1,069,509
Restricted for pensions		54,973
Unrestricted		4,138,712
	Total Net Position	$ 5,263,194

See Notes to Financial Statements.

(This page is intentionally left blank.)

Galveston County
Emergency Services District No. 2
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2025

		Governmental Activities
Expenses		
Public safety - fire protection and emergency medical services		
General and administrative		$ 359,883
Fire department services		141,936
Emergency medical services		3,449,621
Interest		13,295
	Total Program Expenses	3,964,735
General Revenues		
Property taxes		1,596,819
Sales taxes		2,079,778
EMS revenue		344,749
Investment income		135,561
Other revenue		31,633
	Total General Revenues	4,188,540
	Change in Net Position	223,805
	Beginning Net Position	5,039,389
	Ending Net Position	$ 5,263,194

See Notes to Financial Statements.

Galveston County
Emergency Services District No. 2

BALANCE SHEET

September 30, 2025

	General Fund
Assets	
Cash	$ 3,659,788
Taxes receivable	419,082
EMS receivable, net	98,602
Other assets	6,131
Total Assets	4,183,603
Liabilities	
Accounts payable	102,269
Total Liabilities	102,269
Deferred inflows of resources	
Unavailable revenue - property taxes	121,859
Unavailable revenue - EMS	65,625
Total Deferred Inflows of Resources	187,484
Fund balance	
Committed	2,741,596
Unassigned	1,152,254
Total Fund Balance	3,893,850
Total Liabilities, Deferred Inflows of Resources, and Fund Balance	$ 4,183,603

See Notes to Financial Statements.

Galveston County
Emergency Services District No. 2
RECONCILIATION OF THE BALANCE SHEET TO THE STATEMENT OF NET POSITION
GOVERNMENTAL FUND
September 30, 2025

Fund Balances - Total Governmental Funds	$	3,893,850
Adjustments for the Statement of Net Position:		
Capital assets used in governmental activities are not current financial resources and, therefore, not reported in the governmental funds.		
Capital assets - net depreciable		1,619,735
Other long-term assets are not available to pay for current-period expenditures and, therefore, are deferred in the governmental funds.		
Property taxes receivable		121,859
EMS receivable		65,625
Net pension asset		54,973
Deferred outflows (inflows) of resources represent a consumption (acquisition) of net position that applies to a future period and is not recognized as an outflow or inflow of resources (expense/expenditures) until then		
Pension outflows		179,049
OPEB inflows		(387)
Some liabilities, including bonds payable and deferred charges, are not reported as liabilities in the governmental funds.		
Compensated absences		(51,212)
Accrued interest		(11,766)
OPEB Liability - TCDRS		(3,333)
Note payable - Due in one year		(192,775)
Note payable - Due in more than one year		(412,424)
Net Position of Governmental Activities	$	5,263,194

See Notes to Financial Statements.

Galveston County
Emergency Services District No. 2

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGE IN FUND BALANCE

For the Year Ended September 30, 2025

		General Fund
Revenues		
Property taxes		$ 1,566,655
Sales taxes		2,079,778
EMS revenue		333,045
Investment income		135,561
Other revenue		31,633
	Total Revenues	4,146,672
Expenditures		
General and administrative		332,678
EMS expenses		3,080,755
Dues and subscriptions		3,750
Fire department		141,936
Professional and legal fees		73,712
Travel		16,130
Insurance		400
Capital outlay		431,827
Debt service		
Principal		79,292
Interest		5,785
	Total Expenditures	4,166,265
Other Financing Sources (Uses)		
Note issuance		381,539
	Total Other Financing Sources (Uses)	381,539
	Net Change in Fund Balance	361,946
	Beginning Fund Balance	3,531,904
	Ending Fund Balance	$ 3,893,850

See Notes to Financial Statements.

Galveston County
Emergency Services District No. 2

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGE IN FUND BALANCE TO THE STATEMENT OF ACTIVITIES

For the Year Ended September 30, 2025

Amounts reported for governmental activities in the Statement of Activities are different because:		
Net change in fund balance	$	361,946
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.		
Capital outlay		416,399
Depreciation expense		(372,505)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.		41,868
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		
Accrued interest		(7,510)
Compensated absences		19,067
Pension expense		70,507
OPEB expense		(3,720)
The issuance of long-term debt (e.g., bonds, leases, certificates of obligation) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of premiums, discounts, and similar items when they are first issued; whereas, these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.		
Principal payments		79,292
Issuance of note payable		(381,539)
Net Change in Net Position	$	223,805

See Notes to Financial Statements.

(This page is intentionally left blank.)

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Description of Government-Wide Financial Statements and Reporting Entity

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government.

Galveston County Emergency Services District No. 2 (the "District") operates under Chapter 775 of V.T.C.A, Health and Safety Code. The District was formed on May 11, 2013 by a vote of the local citizens to support fire protection and emergency medical sevices for the benefit of the citizens and visitors of Bolivar Peninsula, Galveston County, Texas.

During the 2019 fiscal year, Peninsula Emergency Medical Services Inc. ("PEMSI") and the District announced an organizational restructuring to improve and enhance emergency medical services on the Bolivar Peninsula. PEMSI was created through the dedicated efforts of the three local volunteer fire departments (High Island VFD, Crystal Beach VFD, Port Bolivar VFD) and has been the provider for ambulance services on the Bolivar Peninsula since 2012. Previously, the District contracted with PEMSI to provide their ambulance service, as well as the Volunteer Fire Departments providing the fire protection. The District's Board of Commissioners and PEMSI Board of Directors worked together to facilitate the District's assumption of providing emergency medical services to peninsula residents and visitors. Beginning in January of 2019, the District became the new provider of the ambulance service on the Bolivar Peninsula and all PEMSI employees were retained by the District.

As required by generally accepted accounting principles, these basic financial statements have been prepared based on considerations regarding the potential for inclusion of other entities, organizations, or functions as part of the District's financial reporting entity. The District has adopted Governmental Accounting Standards Board Statement No. 61, *The Financial Reporting Entity*. No other entities have been included in the District's reporting entity. Additionally, as the District is considered a primary government for financial reporting purposes, its activities are not considered a part of any other governmental or other type of reporting entity.

Considerations regarding the potential for inclusion of other entities, organizations or functions in the District's financial reporting entity are based on criteria prescribed by generally accepted accounting principles. These same criteria are evaluated in considering whether the District is a part of any other governmental or other type of reporting entity. The overriding elements associated with prescribed criteria considered in determining that the District's financial reporting entity status is that of a primary government are that it has a separately elected governing body; it is legally separate; and is fiscally independent of other state and local governments. Additionally prescribed criteria under generally accepted

accounting principles include considerations pertaining to organizations for which the primary government is financially accountable, and considerations pertaining to organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete.

B. Basis of Presentation Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information about the District as a whole. These statements include all activities of the primary government. Governmental activities are normally supported by taxes and intergovernmental revenues.

The Statement of Activities presents a comparison between direct expenses and program revenues of each function of the District's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Program revenues include charges paid by the recipients of goods or services offered by the programs and grants that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, such as taxes and investment earnings, are presented as general revenues.

The fund financial statements provide information about the government's funds. Separate statements for each fund category are presented.

The government reports the following governmental funds:

Governmental Funds

Governmental funds are those funds through which most governmental functions are typically financed.

General Fund

The general fund is used to account for the operations of the District's emergency service operations and all other financial transactions not properly includable in other funds. The principal sources of revenue are related to property taxes and sales taxes. Expenditures include all costs associated with the daily operations and contractual obligations of the District.

During the course of operations the government has activity between funds for various purposes. Any residual balances outstanding at year end are reported as due from/to other funds and advances to/from other funds. While these balances are reported in fund financial

statements, certain eliminations are made in the preparation of the government-wide financial statements. Balances between the funds included in governmental activities are eliminated so that only the net amount is included as internal balances in the governmental activities column.

Further, certain activity occurs during the year involving transfers of resources between funds. In fund financial statements these amounts are reported at gross amounts as transfers in/out. While reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Transfers between the funds included in governmental activities are eliminated so that only the net amount is included as transfers in the governmental activities column.

C. Measurement Focus and Basis of Accounting

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as *current financial resources* or *economic resources.* The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, and claims and judgments, are recorded only when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under capital leases are reported as other financing sources.

Property taxes, sales taxes, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Entitlements are recorded as revenues when all eligibility requirements are met, including any time requirements, and the amount is received during the period or

within the availability period for this revenue source (within 60 days of year end). Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other eligibility requirements have been met, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year end). All other revenue items are considered to be measurable and available only when cash is received by the government.

D. Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position/Fund Balance

1. Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand, demand deposits and short term investments with original maturities of three months or less from the date of acquisition.

In accordance with GASB Statement No. 31, *Accounting and Reporting for Certain Investments and External Investment Pools*, the District reports all investments at fair value, except for "money market investments" and "2a7-like pools." Money market investments, which are short-term highly liquid debt instruments that may include U.S. Treasury and agency obligations, are reported at amortized costs. Investment positions in external investment pools that are operated in a manner consistent with the SEC's Rule 2a7 of the Investment Company Act of 1940 are reported using the pools' share price.

The District has adopted a written investment policy regarding the investment of its funds as defined in the Public Funds Investment Act, Chapter 2256, of the Texas Governmental Code. In summary, the District is authorized to invest in the following:

Direct obligations of the U.S. Government
Fully collateralized certificates of deposit and money market accounts
Statewide investment pools

2. Fair Value

The District has applied Governmental Accounting Standards Board ("GASB") Statement No. 72, Fair Value Measurement and Application. GASB Statement No. 72 provides guidance for determining a fair value measurement for reporting purposes and applying fair value to certain investments and disclosures related to all fair value measurements.

3. Receivables and Interfund Transactions

Transactions between funds that are representative of lending/borrowing arrangements outstanding at the end of the year are referred to as either "interfund receivables/payables"

(i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds" in the fund financial statements. If the transactions are between the primary government and its component unit, these receivables and payables are classified as "due to/from component unit/primary government." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

Advances between funds are offset by a fund balance reserve account in the applicable governmental fund to indicate they are not available for appropriation and are not expendable available financial resources.

All trade receivables are shown net of any allowance for uncollectible amounts.

4. Property Taxes

Property taxes are levied by October 1 on the assessed value listed as of the prior January 1 for all real and business personal property in conformity with Subtitle E, Texas Property Tax Code. Taxes are due on receipt of the tax bill and are delinquent if not paid before February 1 of the year following the year in which imposed. Penalties are calculated after February 1 up to the date collected by the government at the rate of 6% for the first month and increased 1% per month up to a total of 12%. Interest is calculated after February 1 at the rate of 1% per month up to the date collected by the government. Under state law, property taxes levied on real property constitute a lien on the real property which cannot be forgiven without specific approval of the State Legislature. The lien expires at the end of twenty years. Taxes levied on personal property can be deemed uncollectible by the District.

5. Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items) are reported in the governmental activities column in the government-wide financial statements. Capital assets are defined by the government, as assets with an initial individual cost of more than $5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation. Major outlays for capital assets and improvements are capitalized as projects are constructed.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized.

Property, plant, and equipment of the government are depreciated using the straight-line method over the following estimated useful years.

Asset Description	Estimated Useful Life
Vehicles	5 to 15 years
Furniture and equipment	5 to 10 years
Buildings and improvements	15 to 30 years

6. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will *not* be recognized as an outflow of resources (expense/ expenditure) until then. An example is a deferred charge on refunding reported in the government-wide statement of net position. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources,* represents an acquisition of net position that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until that time. The government has only one type of item, which arises only under a modified accrual basis of accounting, that qualifies for reporting in this category. Accordingly, the item, *unavailable revenue*, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from one source: property taxes. This amount is deferred and recognized as an inflow of resources in the period that the amounts become available.

7. Net Position Flow Assumption

Sometimes the government will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

8. Fund Balance Flow Assumptions

Sometimes the government will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the

government's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

9. Fund Balance Policies

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The government itself can establish limitations on the use of resources through either a commitment (committed fund balance) or an assignment (assigned fund balance).

Committed fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority. The governing Board is the highest level of decision-making authority for the government that can, by adoption of an ordinance prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance remains in place until a similar action is taken (the adoption of another ordinance) to remove or revise the limitation.

Amounts in the assigned fund balance classification are intended to be used by the government for specific purposes but do not meet the criteria to be classified as committed. The governing body (Board of Commissioners) has by resolution authorized the Treasurer to assign fund balance. The Board may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.

10. Long-Term Obligations

Long-term debt for governmental funds is not reported as liabilities in the fund financial statements until due. The debt proceeds are reported as other financing sources, net of the applicable premium or discount and payments of principal and interest reported as expenditures. In the governmental fund types, issuance costs, even if withheld from the actual net proceeds received, are reported as debt service expenditures. However, claims and judgments paid from governmental funds are reported as a liability in the fund financial statements only for the portion expected to be financed from expendable available financial resources.

Assets acquired under the terms of capital leases are recorded as liabilities and capitalized in the government-wide financial statements at the present value of net minimum lease

payments at inception of the lease. In the year of acquisition, capital lease transactions are recorded as other financing sources and as capital outlay expenditures in the general fund. Lease payments representing both principal and interest are recorded as expenditures in the general fund upon payment with an appropriate reduction of principal recorded in the government-wide financial statements.

11. Compensated Absences

The liability for compensated absences reported in the government-wide fund statements consist of unpaid, accumulated paid time off ("PTO") balances. The liability has been calculated using the vesting method, in which leave amounts for both employees who currently are eligible to receive termination payments and other employees who are expected to become eligible in the future to receive such payments upon termination are included. Vested or PTO of government-wide funds are recognized as an expense and liability of those funds as the benefits accrue to employees. Full-time employees who have completed three-hundred and sixty five days of continuous employment are entitled to begin accruing PTO at the rate of one-hundred and twenty hours per calendar year. Employees may carry over up to 40% (48) hours of paid time off with District Manager approval. Upon termination of employment, employees will be paid for unused PTO that was accrued during the calendar year of the termination of employment.

It is the District's policy to liquidate compensated absences with currently available expendable resources. Accordingly, the District's governmental funds recognize accrued compensated absences when it is paid.

12. Estimates

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

13. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the Fiduciary Net Position of the Texas County & District Retirement System (TCDRS) and additions to/deductions from TCDRS's Fiduciary Net Position have been determined on the same basis as they are reported by TCDRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

II. RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

A. Explanation of certain differences between the governmental fund balance sheet and the government-wide statement of net position.

The governmental fund balance sheet includes reconciliation between *fund balance-total governmental funds* and *net position-governmental activities* as reported in the government-wide statement of net position. One element of that reconciliation explains that long-term assets, such as property tax receivable, are not available to pay for current-period expenditures and, therefore, are deferred in the governmental funds.

B. Explanation of certain differences between the governmental fund statement of revenues, expenditures, and changes in fund balances and the government-wide statement of activities.

The governmental fund statement of revenues, expenditures, and changes in fund balances includes a reconciliation between net changes in fund balances – total governmental funds and changes in net position of governmental states that, "Revenue in the Statement of Activities that does not provide current financial resources are not reported as revenue in the funds."

III. STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. The budget is prepared using the same method of accounting as for financial reporting and serves as a planning tool. Encumbrance accounting is not utilized.

An unappropriated budget is prepared by fund and function. The legal level of control is considered to be the fund level. Appropriations lapse at the end of the year. Several supplemental budget appropriations were made during the year.

IV. DETAILED NOTES ON ALL FUNDS

A. Deposits and Investments

As of September 30, 2025, the District had the following investments:

Investments Type	Value	Weighted Average Maturity (Days)
External investment pools	$ 3,461,269	24
Total value	$ 3,461,269	
Portfolio weighted average maturity		24

Applicable state laws and regulations allow the District to invest its funds in direct or indirect obligations of the United States, the State, or any county, city, school district, or other political subdivision of the State. Funds may also be placed in certificates of deposit of state or national banks or savings and loan associations (depository institutions) domiciled within the State. Related state statutes and provisions included in the District's bond resolutions require that all funds invested in depository institutions be guaranteed by federal depository insurance and/or be secured in the manner provided by law for the security of public funds.

Custodial Credit Risk – deposits. In the case of deposits, this is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District requires funds on deposit at the depository bank to be collateralized by securities when in excess of FDIC coverage. As of September 30, 2025, checking deposits were collateralized by an amount over and above the yearend balances.

The District invests in TexStar. At year end, the value of TexStar investments was $2,825,733.

TexStar

TexSTAR has been established for governmental entities pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and the Public Funds Investment Act, Chapter 2256 of the Texas Government Code and operates in a manner consistent with the SEC's Rule 2a7 of the Investment Company Act of 1940. TexSTAR's governing body is a five-member Board consisting of three representatives of participants and one member designated by each of the co-administrators. The Board holds legal title to all money, investments, and assets and has the authority to employ personnel, contract for services, and engage in other administrative activities necessary or convenient to accomplish the objectives of TexSTAR. Board oversight of TexSTAR is maintained through daily, weekly, and monthly reporting requirements. TexSTAR is rated AAAm by Standard &

Poor's. The District's fair value position is stated at the value of the position upon withdrawal. There were no limitations or restrictions on withdrawals.

B. Receivables

The following comprise receivable balances of the primary government at year end:

	General
Property Taxes	$ 100,486
Sales Tax	318,596
EMS	668,951
Due from Emergicon	31,707
Allowance	(602,056)
	$ 517,684

C. Capital Assets

The following is a summary of changes in capital assets for the year ended September 30, 2025:

	Beginning Balances	Increases	Decreases/ Reclassifications	Ending Balances
Capital assets, not being depreciated:				
Construction in progress	$ 440,882	$ -	$ (440,882)	$ -
Total capital assets not being depreciated	440,882	-	(440,882)	-
Capital assets, being depreciated:				
Vehicles	1,724,049	-	440,882	2,164,931
Equipment	705,706	416,399	-	1,122,105
Total capital assets being depreciated	2,429,755	416,399	440,882	3,287,036
Less accumulated depreciation				
Vehicles	(811,681)	(256,365)	-	(1,068,046)
Equipment	(483,115)	(116,140)	-	(599,255)
Total accumulated depreciation	(1,294,796)	(372,505)	-	(1,667,301)
Net capital assets being depreciated	1,134,959	43,894	440,882	1,619,735
Total Capital Assets	$ 1,575,841	$ 43,894	$ -	$ 1,619,735

D. Long-Term Obligations

The following is a summary of long-term obligations for the year ended September 30, 2025:

	Beginning Balance	Additions	Reductions	Ending Balance	Amounts Due within One Year
Governmental Activities:					
Bonds, notes and other payables:					
Notes payable	$ 302,952	$ 381,539	$ (79,292)	$ 605,199	$ 192,775
Total Governmental Activities	$ 302,952	$ 381,539	$ (79,292)	$ 605,199	$ 192,775
Long-term liabilities due in more than one year				$ 412,424	

The District issued a promissory note to finance a fire truck with Government Capital Corporation in the amount of $301,776 with an interest rate of 2.49%. Payments are due in annual installments in the amount of $64,938 through 2027. The note is secured by future property tax and underlying assets of the District.

The District entered into a note agreement with Stryker Sales, LLC. to purchase medical equipment in the amount of $154,700 with an interest rate of 1.97%. Payments are due in quarterly installments in the amount of $10,188 through 2027. The note is secured by future property tax and underlying assets of the District.

The District entered into a note agreement with Stryker Sales, LLC. to purchase medical equipment in the amount of $381,539 with an interest rate of 2.49%. Payments are due in annual installments in the amount of $82,101 through 2030. The note is secured by future property tax and underlying assets of the District.

Notes Payable

Year ending	Notes Payable		
September 30,	Principal	Interest	Total
2026	$ 192,775	$ 14,228	$ 207,002
2027	177,896	9,897	187,792
2028	76,262	5,840	82,101
2029	78,161	3,941	82,101
2030	80,107	1,995	82,101
	$ 605,199	$ 35,899	$ 641,099

E. Other Long-term Liabilities

The following is a summary of changes in the District's other long-term liabilities for the year ended. The District uses the general fund to liquidate compensated absences.

	Beginning Balance	Additions	Reductions	Ending Balance	Amounts Due Within One Year
Governmental Activities:					
Compensated Absences	$ 70,279	$ 83,092	$ (102,159)	$ 51,212	$ 46,091
Total Governmental Activities	$ 70,279	$ 83,092	$ (102,159)	$ 51,212	$ 46,091
			Long-term liabilities due in more than one year		$ 5,121

V. OTHER INFORMATION

A. Risk Management

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the District carries commercial insurance. The District has not significantly reduced insurance coverage or had settlements that exceeded coverage amounts for the past year.

B. Contingent Liabilities

Amounts received or receivable from granting agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amounts of expenditures which may be disallowed by the grantor cannot be determined at this time although the District expects such amounts, if any, to be immaterial.

Liabilities are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. Liabilities include an amount for claims that have been incurred but not reported. Claim liabilities are calculated considering the effects of inflation, recent claim settlement trends, including frequency and amount of payouts, and other economic and social factors.

C. Fire Protection and EMS Services

On April 1, 2014, the District entered into agreements with the Crystal Beach, High Island, and Port Bolivar Volunteer Fire Departments as well as the Peninsula Emergency Medical Services, Inc. ("PEMSI") to provide fire protection and prevention services and emergency services to the residents of the District. The District reviews and approves the funding

budget for each contracted entity prior to the start of the fiscal year. Amounts paid to each entity under this agreement for the current year totaled, $32,820, $78,411, and $30,705, respectively.

D. Emergency Fund

The District has established separate savings accounts which is reserved for emergencies. As of year end, the accounts contained $2,741,596 and is committed within fund balance.

E. Defined Benefit Pension Plan

1. Plan Description

The District provides retirement, disability, and death benefits for all its eligible employees through a nontraditional defined benefit pension plan in the statewide Texas County & District Retirement System ("TCDRS"). The Board of Trustees of TCDRS is responsible for the administration of the statewide agent multiple-employer public employee retirement system consisting of 870 nontraditional defined contribution benefit plans. TCDRS, in the aggregate, issues a comprehensive annual financial report ("ACFR") on a calendar year basis. The ACFR is available upon written request from the TCDRS Board of Trustees at P.O. Box 2034, Austin, Texas 78768-2034.

2. Benefits Provided

The plan provisions are adopted by the District within the options available in Texas state statutes governing TCDRS (TCDRS Act). Members can retire at ages 60 and above with 8 or more years of service, with 20 years of service regardless of age, or when the sum of their age and years of service equals 75 or more. Members are vested after 8 years of service, but must leave their accumulated contributions in the plan to receive any employer-financed benefit. Members who withdraw their personal contributions in a lump sum are not entitled to any amounts contributed by their employer.

Benefit amounts are determined by the sum of the employee's contribution to the plan, with interest, and employer-financed monetary credits. The level of these monetary credits is adopted by the District within the actuarial constraints imposed by the TCDRS Act so that the resulting benefits can be expected to be adequately financed by the employer's commitment to contribute. At retirement, death, or disability, the benefit is calculated by converting the sum of the employee's accumulated contributions and the employer-financed monetary credits to a monthly annuity using annuity purchase rates prescribed by the TCDRS Act.

3. Funding Policy

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

The District contributed using the ADCR of 9.59% for calendar years 2025 and 2024, respectively.

The District adopted the rate of 7% as the contribution rate payable by the employee members for calendar year 2025. The District may change the employee contribution rate and the employer contribution rate within the options available in the TCDRS Act.

4. Contributions

	9/30/2025
Actuarially determined employer contributions	$ 224,230
Contributions in relation to the actuarially determined contributions	$ 224,230
Contribution deficiency (excess)	-
Annual covered employee payroll	$ 2,338,169
Employer contributions as a % of covered employee payroll	9.6%

The required contribution rates for fiscal year 2025 were determined as part of the December 31, 2024 actuarial valuation.

Additional information as of the latest actuarial valuation, December 31, 2024, also follows:

Valuation Date	12/31/2024
Actuarial Cost Method	Entry Age
Amortization Method	Level Percent of payroll, closed
Amortization Period in years	20.0 years
Asset Valuation Method	5-year smoothed market
Inflation	2.50%
Investment Rate of Return	7.50%
Salary Increases	4.7 % including inflation

Employees covered by benefit terms

At the December 31, 2024 valuation and measurement date, the following employees were covered by the benefit terms:

Active members	32
Inactive members currently receiving benefits	8
Total	40

5. Net Pension Liability (Asset)

The District's Net Pension Liability (Asset) was measured as of December 31, 2024, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date.

Actuarial assumptions:

The Total Pension Liability in the December 31, 2024 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.50% per year
Overall payroll growth	4.7% average per year, varies by age and service
Investment Rate of Return	7.5%, net of pension plan investment expense, including inflation

Salary increases were based on a service-related table. Mortality rates for active members, retirees, and beneficiaries were based on the gender-distinct RP2000 Combined Healthy Mortality Table.

Actuarial assumptions used in the December 31, 2024, valuation were based on the results of an actuarial experience study updated every four years, except where required to be different by GASB 68.

The long-term expected rate of return on pension plan investments is 7.50% gross of administrative expenses. The pension plan's policy in regard to the allocation of invested assets is established and may be amended by the TCDRS Board of Trustees. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income, in order to satisfy the short-term and long-term funding needs of TCDRS.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for

each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Benchmark	Target Allocation (1)	Geometric Real Rate of Return (Expected minus inflation) (2)
US Equities	Dow Jones U.S. Total Stock Market Index	13%	4.75%
Private Equity	Cambridge Associates Global Private Equity & Venture Capital Index (5)	25%	7.75%
Global Equities	MSCI World (net) Index	4%	4.75%
International Equities – Developed	MSCI World Ex USA (net) Index	6%	4.75%
Investment - Grade Bonds	Bloomberg U.S. Aggregate Bond Index	3%	2.35%
Strategic Credit	FTSE High-Yield Cash-Pay Capped Index	9%	3.65%
Direct Lending	Morningstar LSTA US Leveraged Loan TR USD Index	16%	7.25%
Distressed Debt	Cambridge Associates Distressed Securities Index (3)	4%	6.90%
REIT Equities	67% FTSE NAREIT Equity REITs Index + 33% S&P Global REIT (net) Index	2%	4.10%
Commodities	Bloomberg Commodities Index	2%	
Master Limited Partnerships (MLPs)	Alerian MLP Index	2%	5.20%
Private Real Estate Partnerships	Cambridge Associates Real Estate Index (4)	6%	5.70%
Hedge Funds	Hedge Fund Research, Inc. (HFRI) Fund of Funds Composite Index	6%	3.25%
Cash Equivalents	90-day U.S. Treasury	2%	0.60%

(1) Target asset allocation adopted at the March 2025 TCDRS Board meeting.
(2) Geometric real rates of return in addition to assumed inflation of 2.2%, per Cliffwater's 2024 capital market assumptions.
(3) Includes vintage years 2005-present of Quarter Pooled Horizon IRRs.
(4) Includes vintage years 2007-present of Quarter Pooled Horizon IRRs.
(5) Includes vintage years 2006-present of Quarter Pooled Horizon IRRs.

Discount Rate:

The discount rate used to measure the Total Pension Liability (Asset) was 7.60%. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability (Asset).

Changes in the Net Pension Liability (Asset)

	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (Asset) (a) – (b)
Balance at 12/31/23	$ -	$ -	$ -
Changes for the year:			
Service Cost	317,579	-	317,579
Interest on total pension liability [(1)]	24,108	-	24,108
Effect of economic/demographic gains or losses	981	-	981
Effect of assumptions changes or inputs	-	-	-
Benefit payments and refunds	(751)	(751)	-
Administrative expense	-	(216)	216
Member contributions	-	156,005	(156,005)
Net investment income (loss)	-	7,818	(7,818)
Employer contributions	-	213,726	(213,726)
Other [(2)]	-	20,308	(20,308)
Net changes	341,917	396,890	(54,973)
Balance at 12/31/24	$ 341,917	$ 396,890	$ (54,973)

(1) Reflects the change in the liability due to the time value of money. TCDRS does not charge fees or interest.

(2) Relates to allocation of system-wide items.

Sensitivity of the net pension liability (asset) to changes in the discount rate

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

1% Decrease 6.60%	Current Single Rate Assumption 7.60%	1% Increase 8.60%
$ 11,217	$ (54,973)	$ (107,364)

Pension Plan Fiduciary Net Position:

Detailed information about the pension plan's Fiduciary Net Position is available in a separately-issued TCDRS financial report. That report may be obtained on the internet at www.tcdrs.com.

6. Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2025, the District recognized pension expense of $152,538.

At September 30, 2025, the District reported deferred outflows and inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred (Inflows) of Resources
Difference between expected and actual economic experience	$ 858	$ -
Differences between projected and investment earnings	5,357	-
Contributions subsequent to the measurement date	172,834	-
Total	$ 179,049	$ -

The District reported $172,834 as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date that will be recognized as a reduction of the net pension liability for the year ending September 30, 2026.

Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended December 31:		
2025	$	1,462
2026		1,462
2027		1,462
2028		1,463
2029		123
Thereafter		243
	$	6,215

F. Other Postemployment Benefits

The District also participates in the cost sharing multiple-employer defined benefit group-term life insurance plan operated by the Texas County and District Retirement System (TCDRS) effective January 1, 2024. This plan is referred to as the Group Term Life Fund (GTLF). This optional plan provides group term life insurance coverage to current eligible employees and to retired employees. The coverage provided to retired employees is a postemployment benefit other than pension benefits (OPEB). Retired employees are insured for $5,000.

The GTLF is a separate trust administered by the TCDRS Board of Trustees. TCDRS issues a publicly available comprehensive annual financial report (ACFR) that includes financial statements and required supplementary information for the GTLF. This report is available at www.tcdrs.org. TCDRS' ACFR may also be obtained by writing to the Texas County & District Retirement System, P.O. Box 2034, Austin, TX 78768-2034, or by calling 800-823-7782.

Each participating employer contributes to the GTLF at a contractually required rate. An annual actuarial valuation is performed and the contractual rate is determined using the unit credit method for providing one-year term life insurance. The District contributions to the GTLF for the years ended September 30, 2025, were $0, which equaled the contractually required contributions for the year.

Employees covered by benefit terms

At the December 31, 2024 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	0
Inactive employees entitled to but not yet receiving benefits	0
Active employees	32
Total	32

Schedule of Contribution Rates

(RETIREE-only portion of the rate)

Plan/ Calendar Year	Annual Required Contribution (Rate)	Actual Contribution Made (Rate)	Percentage of ARC Contributed
2024	0.0%	0.0%	100.0%
2025	0.0%	0.0%	100.0%

Total OPEB Liability

The District's Postemployment Benefits Other Than Pensions Liability for the Group Term Life Fund (GTLF OPEB) will be measured as of December 31, 2024, and the Total OPEB Liability will be determined by an actuarial valuation as of that date.

Actuarial assumptions:

The Total OPEB Liability in the December 31, 2024 actuarial valuation was determined using the following actuarial assumptions:

Actuarial cost method	Entry Age Level Percent of Salary
Amortization method	Straight-Line amortization over Tenure
Investment rate of return	4.08%
Discount rate	20 Year Bond GO Index at 12/31/24
Salary increases	0.40% - 5.25%
Mortality	100% - 160% of Pub-2010 General Employees Amount-Weighted Mortality Table for males and females.

Discount Rate:

The discount rate used to measure the Total OPEB Liability was 4.08%. The discount rate was based on the Fidelity Index's "20-Year Municipal GO AA Index" rate published by bondbuyer.com as of December 26, 2024.

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the total OPEB liability of the City, calculated using the discount rate of 4.08%, as well as what the City's total OPEB liability (asset) would be if it were calculated using a discount rate that is 1-percentage-point lower 3.08% or 1-percentage-point higher 5.08% than the current rate:

1% Decrease 3.08%	Current Single Rate 4.08%	1% Increase 5.08%
$ 3,867	$ 3,333	$ 2,898

Changes in the Total OPEB Liability:

	Total OPEB Liability
Balance at 12/31/23	$ -
Changes for the year:	
Service Cost	3,644
Interest	119
Difference between expected and actual experience	-
Changes of assumptions	(430)
Benefit payments	-
Net changes	3,333
Balance at 12/31/24	$ 3,333

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended September 30, 2025, the District recognized OPEB expense of $3,720.

At September 30, 2025, the District reported deferred outflows of resources and deferred inflows of resources related to the OPEB liability from the following sources:

	Deferred Outflows of Resources	Deferred (Inflows) of Resources
Changes in assumptions	$ -	$ (387)
Total	$ -	$ (387)

The District reported $0 as deferred outflows of resources related to OPEB resulting from contributions subsequent to the measurement date that will be recognized as a reduction of the net OPEB liability for the year ending September 30, 2026.

Other amounts reported as deferred outflows and inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year ended December 31:	
2025	$ (43)
2026	(43)
2027	(43)
2028	(43)
2029	(43)
Thereafter	(172)
	$ (387)

G. Subsequent Events

There were no material subsequent events through May 18, 2026, the date the financial statements were issued.

(This page is intentionally left blank.)

REQUIRED SUPPLEMENTARY INFORMATION

(This page is intentionally left blank.)

Galveston County
Emergency Services District No. 2

BUDGETARY COMPARISON SCHEDULE - GENERAL FUND

For the Year Ended September 30, 2025

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues				
Property taxes	$ 1,500,000	$ 1,500,000	$ 1,566,655	$ 66,655
Sales taxes	1,850,000	1,850,000	2,079,778	229,778
EMS revenue	250,000	250,000	333,045	83,045
Investment income	60,000	60,000	135,561	75,561
Other revenue	695,313	836,663	31,633	(805,030)
Total Revenues	4,355,313	4,496,663	4,146,672	(349,991)
Expenditures				
Administrative				
General and administrative	611,920	775,320	332,678	442,642
EMS expenses	2,727,500	2,726,750	3,080,755	(354,005)
Dues and subscriptions	7,450	7,450	3,750	3,700
Fire department	2,500	2,500	141,936	(139,436)
Professional and legal fees	102,600	106,700	73,712	32,988
Travel	19,000	19,500	16,130	3,370
Insurance	6,400	6,400	400	6,000
Capital outlay	807,943	801,043	431,827	369,216
Debt Service				
Principal	-	-	79,292	(79,292)
Interest	70,000	51,000	5,785	45,215
Total Expenditures	4,355,313	4,496,663	4,166,265	330,398
Net Change in Fund Balance	$ -	$ -	361,946	$ 361,946
Beginning Fund Balance			3,531,904	
Ending Fund Balance			$ 3,893,850	

Notes to Required Supplementary Information:

Annual budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP).

Galveston County
Emergency Services District No. 2

SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS

For the Year Ended September 30, 2025

		12/31/2024
Total pension liability		
Service cost	$	317,579
Interest (on the Total Pension Liability)		24,108
Differences		981
Benefit payments, including refunds of participant contributions		(751)
Net change in total pension liability		341,917
Total pension liability - beginning		-
Total pension liability - ending (a)	$	341,917
Plan fiduciary net position		
Contributions - employer	$	213,726
Contributions - members		156,005
Net investment income (loss)		7,818
Benefit payments, including refunds of participant contributions		(751)
Administrative expenses		(216)
Other		20,308
Net change in plan fiduciary net position		396,890
Plan fiduciary net position - beginning		-
Plan fiduciary net position - ending (b)	$	396,890
Fund's net pension liability (asset) - ending (a) - (b)	$	(54,973)
Plan fiduciary net position as a percentage of the total pension liability (asset)		116.08%
Covered payroll	$	2,228,638
Fund's net position as a percentage of covered payroll		-2.47%

Galveston County
Emergency Services District No. 2
SCHEDULE OF EMPLOYER CONTRIBUTIONS TO PENSION PLAN
For the Year Ended September 30, 2025

		9/30/2025
Actuarially determined employer contributions	$	224,230
Contributions in relation to the actuarially determined contributions	$	224,230
Contribution deficiency (excess)		-
Annual covered employee payroll	$	2,338,169
Employer contributions as a % of covered employee payroll		9.6%

NOTES TO SCHEDULE OF EMPLOYER CONTRIBUTIONS TO PENSION PLAN

Valuation Date:

Notes	Actuarially determined contribution rates are calculated as of December 31, two years prior to the end of the fiscal year in which contributions are reported.

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Percentage of Payroll, Closed
Amortization Period	20.0 years
Asset Valuation Method	5 years, smoothed value
Inflation	2.50%
Salary Increases	4.7% average over career including inflation
Retirement Age	The average age at service retirement for recent retirees is 61.
Mortality	135% of the Pub-2010 General Retirees Table for males and 120% of the Pub-2010 General Retirees Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.

(This page is intentionally left blank.)

Galveston County
Emergency Services District No. 2

SCHEDULE OF CHANGES IN POSTEMPLOYMENT BENEFITS OTHER THAN PENSION (OPEB) LIABILITY AND RELATED RATIOS

TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM

Years Ended:

	12/31/2024
Total OPEB liability	
Service cost	$ 3,644
Interest	119
Changes of assumptions	(430)
Net changes	3,333
Total OPEB liability - beginning	-
Total OPEB liability - ending	$ 3,333
Covered payroll	$ 2,228,638
Total OPEB Liability as a percentage of covered payroll	0.15%

Notes to schedule:

[1] This schedule is presented to illustrate the requirement to show information for ten years. However, until a full ten-year trend is compiled, only available information is shown.

[2] No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB statement No. 75 to pay related benefits.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*12.

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

Receive and file Galveston County Emergency Communication (911) District Annual Audit for Year Ended December 31, 2024 submitted by the County Judge

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/29/26 3:07 pm

GALVESTON COUNTY
EMERGENCY
COMMUNICATION DISTRICT
1353 FM 646 West, Suite 101 • Dickinson, TX 77539
(409) 935-3911 • FAX (281) 534-8437
Texas 9-1-1 Alliance Member

May 20, 2026

Judge Mark Henry
Galveston County Commissioners Court
722 Moody, 2nd Floor
Galveston, TX 77550

Dear Judge Henry,

Please find enclosed the FY 2024 Annual Audit and report for the Galveston County Emergency Communication District. The audit is distributed as required and no action is necessary.

I would like to take this opportunity to thank you for your support and interest in the District. Please note that you are always welcome at our Board Meetings, normally held on the third Tuesday of February, May, August, and November at 4:00 PM at the District Office.

If you have any questions regarding this audit, please feel free to contact me at any time. I look forward to seeing you at a Board Meeting.

Sincerely,

Jack Wilkins
Executive Director

JW/ksl

Enclosure

AFFIDAVIT

STATE OF TEXAS

COUNTY OF GALVESTON

Before me, the undersigned personally appeared and stated:

I, Jack Wilkins, Executive Director of the Galveston County Emergency Communication District, do solemnly swear that the attached report of the operations of the Galveston County Emergency Communication District is a true and correct report of the District for the fiscal year 2024. The accompanying audit report for FY 2024, from Katherine Overbeck Maxwell, PLLC, was reviewed and approved at a meeting of the Board of Managers held on the 19th day of May, 2026.

Jack Wilkins
Executive Director

Sworn to and subscribed this 22 day of May, 2026.

Seth Lopez
Notary Public
STATE OF TEXAS
Notary ID# 133342257
My Comm. October 7, 2029

Notary Public in and for the
State of TEXAS

Galveston County Emergency Communication District

Financial Statements

Year Ended December 31, 2024

Galveston County Emergency Communication District

Table of Contents

Financial Section

Independent Auditor's Report	1-2
Management Discussion and Analysis	3-5
Basic Financial Statements:	
Government-Wide Financial Statements:	
Statement of Net Position	6
Statement of Activities	7
Fund Financial Statements:	
Balance Sheet-Governmental Funds	8
Reconciliation of the Governmental Fund Balance Sheet to the Statement of Net Position	9
Statement of Revenues, Expenditures and Changes in Fund Balances-Governmental Funds	10
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balance of Governmental Funds to the Statement of Activities	11
Statement of Revenues, Expenditures and Changes in Fund Balance-Budget and Actual-General Fund	12
Notes to Financial Statements	13-31

Required Supplementary Schedules and Other Information

Schedule of Changes in Net Pension Liability and Related Ratios	32
Schedule of Employer Contributions	33
Schedules of Changes in Total OPEB Liability and Related Ratios	34
Report on Compliance and on Internal Control over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*	35-36

Financial Section

Katherine Overbeck Maxwell, PLLC
Certified Public Accountant

INDEPENDENT AUDITOR'S REPORT

To the Board of Managers
Galveston County Emergency Communication District
Dickinson, Texas

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and the governmental fund information of the Galveston County Emergency Communication District as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and governmental fund information of the Galveston County Emergency Communication District, as of December 31, 2024, and the respective changes in financial position, thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

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

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

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information, schedule of changes in net pension liability and related ratios, schedule of employer contributions, and schedule of changes in total OPEB liability and related ratios on pages 3-5, 12 and 32-34 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 30, 2026, on our consideration of the Galveston County Emergency Communication District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Galveston County Emergency Communication District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Galveston County Emergency Communication District's internal control over financial reporting and compliance.

Katherine Overbeck Maxwell, CPA, PLLC

Katherine Overbeck Maxwell, CPA, PLLC
Galveston, Texas
March 2, 2026

Galveston County Emergency Communication District
Management's Discussion and Analysis
December 31, 2024

The management of the Galveston County Emergency Communication District, (GCECD) offers readers of the District's financial statements this overview and analysis of the District's financial activities for the fiscal year ended December 31, 2024.

Financial Highlights

During the fiscal year 2024, the District's operating income was $1,593,654 more than the operating expenses in the fund Financial Statements, with a fund balance of $9,021,522. Approximately 62% of this total amount, $5,602,833, is available for spending at the District's discretion (*unassigned fund balance*).

The assets and deferred outflows of resources of the District exceeded its deferred inflows of resources and liabilities at the close of the most recent fiscal year by $9,779,629 (*net position*). Of this amount, $8,914,614 (unrestricted net position) may be used to meet the District's ongoing obligations.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components:(1) government-wide financial statements, (2) fund financial statements and (3) notes to the financial statements.

Government-Wide Financial Statements

The government-wide financial statements, which begin on page 6 of this report, are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The Statement of Net Position presents information on all of the District's assets, deferred outflows of resource, liabilities, and deferred inflows of resources with the difference between the four reported as net position. Over time, increases or decreases in net assets may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The Statement of Activities presents information showing how the District's net position changed during the fiscal year. All changes in net position are reported when the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods, (e.g., earned but unused compensated absences).

Fund Financial Statements – Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a district's near-term financing requirements. Because the focus of governmental funds is narrower than that of government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions.

Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The basic governmental financial statements can be found on pages 8 – 11 of this report.

Notes to the Financial Statements – The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 13 - 31 of this report.

Comparison in Government-Wide Financial Statements

The total assets and deferred outflows for the District was $10,714,186 at Fiscal Year End of 2024, compared to $8,652,776 at FYE 2023. This includes capital assets net of accumulated depreciation of $640,822 and $514,647 at 2024 and 2023 and also right-of-use assets net of amortization of $224,193 and $251,096 at 2024 and 2023, respectively. For FYE 2024, the total liabilities and deferred inflows of resources was $934,557, resulting to a total net position of $9,779,629. The total liabilities and deferred inflows of resources for FYE 2023 was $933,493, resulting to a total net position $7,719,283.

The category of the District's net position with the largest balance totaling $8,538,020 (87%) is TexPool Funds investments.

Deferred outflows of resources relating to pension activities totaled $479,587. $40,968 of this amount represent changes in assumptions, $24,163 is difference between expected and actual experience, $31,122 is the net difference between projected and actual earnings, while the remaining $383,334 represent contributions made subsequent to measurement date. Deferred inflows of resources relating to pension activities totaled $0.

Capital and Right-of-Use Assets

At Fiscal Year End of 2024, the District had $865,015 net of accumulated depreciation and amortization invested in capital and right-of-use assets. This includes office equipment, vehicles, E9-1-1 equipment, equipment used on the Regional Trunked Radio System and Tower. $355,922 in new equipment was purchased during the year and a depreciation of $229,747 was recognized.

Analysis of Significant Budget Variances

The actual excess of revenues over expenditures was $1,593,654 compared to budget surplus of $302,681 resulting in a difference of $1,290,973 from the budgeted amount. Revenues were over budget by $1,304,966. Expenses excluding capital equipment outlays were under budget by $341,928. Capital outlays for equipment exceeded the budgeted amount by $355,922.

Economic Factors and Next Year's Budget and Rates

The projected revenue for fiscal year 2025 shows an overall increase of 2.78% compared to the budget for fiscal year 2024. 41% of this projected increase is interest income derived from investments.

Projected expenses for fiscal year 2025 show an increase of 4.82% compared to the budget for fiscal year 2024. The total expenses were increased by $131,701.

The budgeted amount for capital expenditures for 2025 is $0. The budgeted net increase or decrease to reserves is $0 for 2024.

The routine duties of the District involve assuring the 9-1-1 network is functional and the Customer Premise Equipment (CPE) is operating properly. The operation of the Regional Trunked Radio System is also a responsibility of the District.

Request for Information

The financial report is designed to provide our citizens, customers, investors and creditors with a general overview of the District's finances and to show the District's accountability for the money it receives. If you have questions about this report or need additional financial information, please contact the Executive Director at 1353 FM 646 Road West, Suite 101 in League City, Texas.

Basic Financial Statements

Government-Wide Financial Statements

Galveston County Emergency Communication District
Statement of Net Position
December 31, 2024

Assets		
Cash and Cash Equivalents	$	200,240
Investments		8,538,020
Accounts Receivable		114,499
Prepaid Expenses		168,689
ROU Assets, Net of Amortization		224,193
Capital Assets, Net Accumulated Depreciation		640,822
Net Pension Asset		348,136
Total Assets		**10,234,599**
Deferred Outflows of Resources		
Deferred Outflows Relating to Pension Activities		479,587
Total Deferred Outflows of Resources		**479,587**
Liabilities		
Accounts Payable		(74)
Lease Liability		29,883
Noncurrent Liabilities		
Due in More Than One Year		
Compensated Absences		232,388
Net OPEB Obligation		465,278
Lease Liability		207,082
Total Liabilities		**934,557**
Deferred Inflows of Resources		
Deferred Inflows Relating to Pension Activities		-
Total Deferred Outflows of Resources		-
Net Position		
Net Investment in Capital Assets		865,015
Unrestricted		8,914,614
Total Net Position	$	**9,779,629**

The accompanying notes are an integral part of these financial statements

Galveston County Emergency Communication District
Statement of Activities
For the Year Ended December 31, 2024

Expenses		
System Operating Expenses	$	319,910
Wireless and Data Base Management		-
PSAP Equipment Maintenance		26,811
CPE Maintenance		117,005
Payroll and Related Expenses		878,929
Office Supplies and Equipment		17,389
Postage		776
Utilities, Administrative and RTRS		90,028
Education and Seminars		39,064
Regional and State Meetings		12,432
Insurance		148,124
Professional Memberships and Services		40,956
Promotions and Public Information		12,532
Communications		9,901
Training and Training Library		1,008
Vehicle Allowance/Mileage Expenses		23,111
RTRS Maintenance Agreement		178,455
Operational and RTRS Contingency		3,958
RTRS Tower Rental		-
Depreciation		229,747
Amortization		26,903
Interest Expense		5,727
Capital Additions		111,143
Total Expenses		**2,293,909**
Revenues		
Service Fees		3,481,468
Inter-local Agreements		436,230
Interest Income		424,481
Other Revenue		12,076
Total Revenues		**4,354,255**
Change in Net Position		**2,060,346**
Net Position Beginning of Year		**7,719,283**
Net Position End of Year	**$**	**9,779,629**

The accompanying notes are an integral part of these financial statements

Fund Financial Statements

Galveston County Emergency Communication District
Balance Sheet
Governmental Funds
December 31, 2024

	General Fund
Assets	
Cash and Cash Equivalents	$ 200,240
Investments	8,538,020
Accounts Receivable	114,499
Prepaid Expense	168,689
Total Assets	$ **9,021,448**
Liabilities and Fund Balances	
Liabilities	
Accounts Payable	$ (74)
Total Liabilities	**(74)**
Fund Balance	
Nonspendable	
Prepaid Assets	168,689
Committed	
New Equipment	1,250,000
RTRS Upgrades	1,000,000
Catastrophic Events	1,000,000
Unassigned	5,602,833
Total Fund Balance	**9,021,522**
Total Liabilities and Fund Balance	$ **9,021,448**

The accompanying notes are an integral part of these financial statements

Galveston County Emergency Communication District
Reconciliation of the Governmental Fund Balance Sheet
to the Statement of Net Position
December 31, 2024

Total Fund Balance, Governmental Funds	**$**	**9,021,522**
Amounts Reported for Governmental Activities in the Statement of Net Position are Different Because:		
Capital Assets Used in Governmental Activities are not Financial Resources and, therefore, are not Reported in the Governmental Fund		865,015
Net Pension Asset		348,136
Noncurrent Liabilities of Governmental Activities are not Financial Resources and, therefore are not Reported in the Funds		
Net Pension Liability		-
Compensated Absences		(232,388)
Estimated Net OPEB Obligation		(465,278)
Lease Liability		(236,965)
Deferred Outflows and Deferred Inflows Relating to Pension Activities		479,587
Net Position of Governmental Activities	**$**	**9,779,629**

The accompanying notes are an integral part of these financial statements

Galveston County Emergency Communication District
Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds
For the Year Ended December 31, 2024

	General Fund
Revenues	
Service Fees	$ 3,481,468
Inter-local Agreements	436,230
Interest Income	424,481
Other Revenue	12,076
Total Revenues	**4,354,255**
Expenditures	
Current	
System Operating Expenses	319,910
Wireless and Database Management	-
PSAP Equipment Maintenance	26,811
CPA Maintenance	117,005
Payroll and Related Expense	1,222,193
Office Supplies and Equipment	17,389
Postage	776
Utilities, Administrative and RTRS	90,028
Education and Seminars	39,064
Regional and State Meetings	12,432
Insurance	148,124
Professional Memberships and Services	40,956
Promotions and Public Information	12,532
Communications	9,901
Training and Training Library	1,008
Vehicle Allowance/Mileage Expenses	23,111
RTRS Maintenance Agreement	178,455
Operational and RTRS Contingency	3,958
RTRS Tower Rental	29,883
Capital Additions	111,143
Capital Outlay	355,922
Total Expenditures	**2,760,601**
Net Change in Fund Balance	**1,593,654**
Fund Balance, Beginning of Year	**7,427,868**
Fund Balance, End of Year	**$ 9,021,522**

The accompanying notes are an integral part of these financial statements

Galveston County Emergency Communication District
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balance of Governmental Funds to the Statement of Activities
For the Year Ended December 31, 2024

Net Change in Fund Balance	**$**	**1,593,654**
Amounts Reported for Governmental Activities in the Statement of Activities are Different Because:		
Capital Outlays are Reported as Expenditures in Governmental Funds. However, in the Statement of Activities, the Cost of Capital Assets is Allocated over their Estimated Useful Lives as Depreciation Expense. In the Current Period, these Amounts are:		
Capital Outlay		355,922
Depreciation Expense		(229,747)
Net difference between rental expense and (Amortization plus Interest expense)		(2,747)
Contributions for Defined Benefit Pension Plans are Recognized as Expenditures in the Governmental Funds when the Contributions are Made. Pension Expense is Recognized in the Government-Wide Statement of Activities based on Changes in the Long-Term Net Pension Liability.		383,333
Some Items Reported in the Statement of Activities Do not Require the Use of Current Financial Resources and, therefore, are not Reported as Expenditures in Governmental Funds. This Activity Consists of:		
Pension Expense for the Pension Plan Measurement Year		(14,776)
Decrease in Compensated Absences		(25,293)
Increase in Estimated Net OPEB Obligation		-
Change in Net Position of Governmental Activities	**$**	**2,060,346**

The accompanying notes are an integral part of these financial statements

Galveston County Emergency Communication District
Statement of Revenues, Expenditures and
Changes in Fund Balance - Budget and Actual
General Fund
For the Year Ended December 31, 2024

	Actual	Budget	(Unfavorable) Favorable Variance
Revenues			
Service Fees	$ 3,481,468	$ 2,283,458	$ 1,198,010
Inter-local Agreement	436,230	437,261	(1,031)
Interest Income	424,481	328,470	96,011
Other Revenue	12,076	100	11,976
Total Revenues	**4,354,255**	**3,049,289**	**1,304,966**
Expenditures			
Current			
System Operating Expenses	319,910	320,624	714
Wireless and Database Management	-	7,300	7,300
PSAP Equipment Maintenance	26,811	6,000	(20,811)
CPE Maintenance	117,005	116,568	(437)
Payroll and Related Expenses	1,222,194	1,086,127	(136,067)
Office Supplies and Equipment	17,389	15,000	(2,389)
Postage	776	900	124
Utilities, Administrative and RTRS	90,028	67,740	(22,288)
Education and Seminars	39,064	84,255	45,191
Regional and State Meetings	12,432	21,450	9,018
Insurance	148,124	139,771	(8,353)
Professional Memberships and Services	40,956	53,390	12,434
Promotions and Public Information	12,532	15,000	2,468
Communications	9,901	11,217	1,316
Training and Training Library	1,008	5,500	4,492
Vehicle Allowance/Mileage Expenses	23,110	27,340	4,230
RTRS Maintenance Agreement	178,455	228,542	50,087
Operational and RTRS Contingency	3,958	10,000	6,042
RTRS Tower Rental	29,883	29,883	-
Capital Additions	111,143	-	(111,143)
Capital Outlay	355,922	-	(355,922)
Sinking Fund for 9-1-1 Equipment	-	500,000	500,000
Total Expenditures	**2,760,601**	**2,746,608**	**(13,994)**
Net Change in Fund Balance	**$ 1,593,654**	**$ 302,681**	**$ 1,290,973**

The accompanying notes are an integral part of these financial statements

Notes to Financial Statements

Galveston County Emergency Communication District
Notes to Financial Statements
December 31, 2024

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Galveston County Emergency Communication District (District) was authorized by the Emergency Telephone Number Act of the Texas Legislature. The District was created by a referendum held on November 3, 1987, in Galveston County for the establishment of enhanced 9-1-1 emergency telephone service. The cities of Friendswood and League City have opted not to participate with Galveston County District. The District commenced collection of the 9-1-1 service fee on December 1, 1988.

Principles Determining Scope of Reporting Entity

The financial statements of the Galveston County Emergency Communication District consist only of the funds and account groups of the District. The District has no oversight responsibility of any other governmental entity since no other entities are considered to be controlled by or dependent on the District. Control or dependence is determined on the basis of budget adoption, taxing authority, funding, and appointment of the respective governing board.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The basic financial statements include both government-wide and fund financial statements. The focus of the government-wide financial statements is on the District as a whole and the focus of the fund financial statements is on major individual funds. Both the government-wide and fund financial statements (within the basic financial statements) categorize primary activities as governmental.

The government-wide Statement of Net Position is presented on a full accrual basis of accounting, with an economic resource measurement focus, which incorporates long-term assets and receivables as well as long-term debt and obligations. The government-wide Statement of Activities reflects the gross expenditures that are used to carry on the function of the District. The Statement of Activities reduces gross expenses (including depreciation) by related program revenues. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. This is the manner in which these funds are normally budgeted. In the fund financial statements, financial transactions and accounts of the District are organized on the basis of funds. The operation of each fund is considered to be an independent fiscal and separate accounting entity, with a self-balancing set of accounts recording cash and/or other financial resources together with all related liabilities and residual equities or balances, and changes therein, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions or limitations. Governmental fund revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 30 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Measurement Focus, Basis of Accounting and Financial Statement Presentation (Continued)

Since the governmental fund statements are presented on a different measurement focus and basis of accounting than the government-wide statements, a reconciliation is presented which briefly explains the adjustment necessary to reconcile the fund financial statements to the government-wide financial statements. The entity has no fiduciary funds.

Each presentation provides valuable information that can be analyzed and compared (between governments) to enhance the usefulness of the information.

Fund Balances and Net Position

The governmental fund financial statements of the District will present fund balances based on classifications including a hierarchy that is based primarily on the extent to which the District is bound to honor restrictions on the specific purposes for which amounts in a particular governmental fund can be spent. The five classifications used in the governmental fund financial statements will be as follows:

- Nonspendable: This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) are legally or contractually required to be maintained intact. These amounts would include inventories and prepaid items as being nonspendable as these items are not expected to be converted to cash within the next year.

- Restricted – Restricted net assets are net assets upon which constraints have been externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulation of other governments or constraints imposed by law through constitutional provisions or enabling legislation.

- Committed – These amounts can only be used for specific purposes pursuant to constraints imposed by formal resolutions or ordinances, the government's highest level of decision-making authority. Those committed amounts cannot be used for any other purpose unless this authority modifies the specified use by taking the same type of action imposing the commitment. This classification also includes contractual obligations to the extent that existing resources in the fund have been specifically committed for use in satisfying those contractual requirements.

- Assigned – This classification reflects the amounts constrained by the District's "intent" to be used for specific purposes, but are neither restricted nor committed. The Board of Managers has the authority to assign amounts to be used for specific purposes.

- Unassigned – This fund balance is the residual classification for the General Fund. It is also used to report negative fund balances in other governmental funds.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fund Balances and Net Position (Continued)

When both restricted and unrestricted resources are available for use, it is the District's policy to use externally restricted resources first, then unrestricted resources – committed, assigned, and unassigned – in order as needed.

Compensated Absences

The District accrues earned but unpaid vacation and sick leave pay in accordance with the District's personnel policies. The amount of accrued compensated absences at December 31, 2024 was $232,388. All paid time off is accrued when incurred in the government-wide financial statements.

Cash and Cash Equivalents

Cash and cash equivalents are comprised of deposits in interest-bearing checking accounts of $200,040 and petty cash of $200.

Use of Estimates

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

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The government has one item that qualifies for reporting in this category:

> Deferred outflows of resources for pension – Reported in the government-wide Statement of Net Position, this deferred outflow results from pension plan contributions made after the measurement date of the net pension liability, and from the results of differences between projected and actual earnings. The deferred outflows of resources related to pensions resulting from district contributions made subsequent to the measurement date will be recognized as a reduction of the net pension liability in the next fiscal year. The other pension-related deferred outflows will be amortized over the expected remaining service life.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position or fund balance that applies to a

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Deferred Outflows/Inflows of Resources (Continued)

future period (s) and so will not be recognized as an inflow of resources (revenue) until that time. The government has one item that qualifies for reporting in this category:

> Deferred inflows of resources for pension – Reported in the government-wide Statement of Net Position, the deferred inflows result primarily from differences between the expected and actual actuarial experience. The amounts are amortized over a five-year period.

Implementation of New Standards

In 2018, the District implemented the Governmental Accounting Standards Board ("GASB") Statement No.75, Accounting and Financial Reporting for Postemployment Benefits Other than Pensions. This statement establishes standards for measuring and recognizing liabilities, deferred outflows of resources, deferred inflows of resources, and expense/expenditures. Implementation is reflected in the financial statements, notes to the financial statements and required supplementary information.

Effective January 1, 2022, the District adopted the provisions of GASB 87, *Leases*. GASB 87 requires that a lease liability and related right-of-use-asset representing the lessee's right to use or control the asset be recorded on the statement of financial position upon the commencement of all leases, except for those with a lease term of twelve months or less. The District has elected to record in its financial statements the effect of GASB 87 as of the beginning of the year of adoption, which is January 1, 2022.

Accordingly, the District has recognized the right-of-use assets and lease liabilities measured under GASB 87 in its statement of financial position, and the related cumulative effect on earnings as an adjustment to net assets, as of the adoption date. There was no material impact to the financial statements as a result of adoption. Accordingly, no adjustment to opening net assets was recorded.

NOTE B – DEPOSITS AND INVESTMENTS

The District's Board policy authorizes the District to invest in obligations of, or guaranteed by, government entities with less than two years to stated maturity or secured certificates of deposit issued by state or national banks domiciled in Texas or a savings and loan association domiciled in Texas that is insured by the FDIC or secured by other means as described in the Board policy and Texas Local Government Investment Act.

The District invests in TexPool and TexPool Prime, both were created under the Interlocal Cooperation Act, Texas Government Code Ann. Chapter 791 and the Texas Public Funds Investment Act. The Texas Treasury Safekeeping Trust Company (the Trust) is trustee of TexPool and TexPool Prime and is a limited purpose trust company authorized pursuant to Texas Government Code Ann. Section 404.103 for which the Texas State Comptroller is sole officer, director and shareholder. The advisory boards of Texpool and TexPool Prime are

NOTE B – DEPOSITS AND INVESTMENTS (CONTINUED)

composed of the State Comptroller and other members appointed pursuant to the requirements of the Texas Public Funds Investment Act.

Local government investment pools in Texas are required to be rated AAA, or equivalent, by at least one nationally recognized rating agency.

The District's investment policies and types of investments are governed by the Public Funds Investment Act (PFIA). The District's management believes that it complied with the requirements of the PFIA and the District's investment policies.

The District's deposits and investments are categorized under investment categories to give an indication of credit risk. Credit risk is the risk that another party to a deposit or investment transaction will not fulfill its obligations. This is not to be confused with market risk, which is the risk that the market value of an investment, collateral protecting a deposit, or securities underlying a repurchase agreement will decline. Market risk is not depicted in this note.

The following categories of credit risk are included:

Category 1

Deposits that are insured or collateralized with securities held by the District or by its agent in the District's name; investments insured or registered in the name of the District, or securities held by the District or its agent in the District's name.

Category 2

Deposits collateralized with securities held by the pledging financial institution's trust department or agent in the District's name, with securities held by the counter party's trust department or agent in the District's name.

Category 3

Deposits uncollateralized, including securities used for collateral held by the pledging financial institution or by its trust department or agent but not in the District's name; investments uninsured or unregistered in the District's name, with the securities held by the counter party's trust department or agent but not in the District's name.

At December 31, 2024, the District's deposits are categorized as follows:

Description		Carrying Amount	Risk Category
Cash in Interest Bearing Accounts	$	200,040	1
Certificate of Deposit	$	-	2
Texas Local Government Investment Pools	$	8,538,020	3

NOTE B – DEPOSITS AND INVESTMENTS (CONTINUED)

The investments are reported by the District at amortized cost in accordance with Government Accounting Standards Board Statement (GASB) No. 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools.*

NOTE C – ACCOUNTS RECEIVABLE

Accounts receivable, as of December 31, 2024 is comprised of the following:

	2024
Service Fees:	
AT&T	$ 10,619
Frontier	11,138
FastWyre	927
Wireless Fees:	
State of Texas Advisory Commission on State Emergency Communications	87,301
Other	4,514
Total Accounts Receivable	$ 114,499

All amounts are considered to be fully collectible.

NOTE D – PREPAID ASSETS

Prepaid assets consist of the following:

Prepaid Expense	2024
Insurance	$ 109,542
Maintenance Contracts	59,148
Total	**$ 168,689**

NOTE E – INTER-LOCAL AGREEMENT

Trunked radio is a computer controlled common radio system that takes advantage of trunked radio technology to provide wide area radio communications. The District has entered into inter-local agreements with the user entities. Subscriber fees are differentiated between governmental users and nongovernmental users. For participating and non-participating governmental users, the user fee is $7.50 and $9.00, respectively, per month per unit; the nongovernmental fee is $10.00 per month per unit, effective when the radios are activated. User fees billed during the year ended December 31, 2024 were $436,230.

NOTE F – CAPITAL ASSETS

Capital assets as of December 31, 2024 are comprised of the following:

	Balance December 31, 2023	Additions	Retirements	Balance December 31, 2024
Enhanced 9-1-1 Equipment	$ 1,991,979	$ 35,951	$ -	$ 2,027,930
Office Equipment	51,209	8,243	-	59,452
RTRS Equipment	4,798,989	166,962	-	4,965,951
Furniture and Fixtures	47,655	-	-	47,655
Tower Sites	564,699	-	-	564,699
Vehicles	17,849	144,767	-	162,616
	7,472,380	355,922	-	7,828,303
Less Accumulated Depreciation	(6,957,733)	(229,747)	-	(7,187,481)
Total	$ 514,647	$ 126,175	$ -	$ 640,822

Depreciation Method

The depreciation method is straight line using the estimated useful life. Estimated life of furniture and fixtures is seven years; five years for mapping equipment, office equipment, enhanced 911 equipment, and vehicles. RTRS equipment's useful lives are either 5, 8, or 10 years. New computer purchases are depreciated for 2 years. Maintenance and repairs are charged to expense as incurred. Renewals, improvements, and equipment acquisitions exceeding $1,000 in cost are capitalized by charges to capital assets and depreciated at appropriate rates.

NOTE G – SERVICE FEES

Revenues are collected by local telephone companies and Competitive Local Exchange Carriers (CLECs) operating in the District's service area. The incumbent telephone companies are ATT, Verizon and Fastwyre. There are approximately 85 CLECs operating within Galveston County. The revenues are then remitted to the District, net any amount not collected from the telephone companies' customers and an administrative fee for processing and collection. The fee schedule is as follows: $1.00 per month on residential service, $4.00 per month on business service, and $5.00 per month on business trunks. VOIP providers also offer service to customers in the service area at the same rates. If a VOIP provider cannot determine if their customers are business or residential, they pay the $0.50 VOIP Nomadic fee.

In November 1995, the District's Board of Managers authorized the levying of 9-1-1 service fees for all wireless telephones. As per legislation passed by the Texas legislature in September 1998, the wireless fee was set at $0.50 per phone, per month. Wireless providers collect the fees and remit them to the Texas Commission on State Emergency Communications (CSEC), where it is then distributed to the District according to population totals.

NOTE G – SERVICE FEES (CONTINUED)

The following is a breakdown of service fee revenues recognized for the year ended December 31, 2024:

	Fees Billed	Administrative Fees	Not Collected	Service Fee Adjustments	Total
Service Fees:					
AT&T	$ 140,875	$ (1,367)	$ (218)	$ 63	$ 139,353
Frontier	69,852	(699)	-	-	69,153
Cameron/FastWyre	583	-	-	-	583
CLEC	713,190	-	-	-	713,190
Wireless:					
State 9-1-1 Commission	2,559,189	-	-	-	2,559,189
Total	**$ 3,483,689**	**$ (2,066)**	**$ (218)**	**$ 63**	**$ 3,481,468**

NOTE H – ENHANCED 9-1-1 SERVICE COSTS

The District incurs monthly charges for the Enhanced 9-1-1 services provided by Southwestern Bell Telephone Company and Verizon, which is subject to rates as approved by the Public Utility Commission of Texas. The total charge for these services for the year ended December 31, 2024 was $319,910.

NOTE I – OPERATING LEASE

Beginning July 2005, the District leases its office space in a building in Dickinson, Texas. The District had a ten-year lease at the facility, which was prepaid in the amount of $200,000. The prepaid rent is being amortized at the rate of $1,667 per month. The amortization was complete in June of 2015. The District now is billed monthly for the direct and allocable indirect building operation costs.

NOTE J – INSURANCE

All risk of loss is purchased through standard commercial insurance carriers. Risk of loss retained by the District is the annual premium plus the related deductibles. No uninsured losses for the year exceeded these amounts.

NOTE K – EMPLOYEE DEFINED BENEFIT PENSION RETIREMENT PLAN

Pensions

The District reports a liability (asset) for pension obligations and related deferred inflows and outflows of resources in accordance with Governmental Accounting Standards Board Statement No. 68, *Accounting and Financial Reporting for Pensions* – an Amendment of GASB Statement No. 27, and Statement No. 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date* – an Amendment of GASB Statement 68. Changes in the net pension liability (asset) from year to year will be recognized as pension expense on the government-

NOTE K – EMPLOYEE DEFINED BENEFIT PENSION RETIREMENT PLAN (CONTINUED)

wide Statement of Activities or reported as deferred inflows or outflows of resources on the Statement of Net Position, depending on the nature of the change. Transactions giving rise to deferred inflows and outflows of resources are not entirely recognized in the Statement of Activities in the period in which they arise but are instead amortized over multiple years.

Plan Description

Galveston County Emergency Communication District provides retirement, disability, and death benefits for all of its full-time employees through a nontraditional defined benefit pension plan in the state-wide, agent multiple-employer, public employer Texas County and District Retirement System (TCDRS). The Board of Trustees of TCDRS is responsible for the administration of the statewide agent multiple-employer public employee retirement system consisting of 677 nontraditional defined benefit pension plans. TCDRS in the aggregate issues a comprehensive annual financial report (CAFR) on a calendar year basis. The CAFR is available upon written request from the TCDRS Board of Trustees at P.O. Box 2034, Austin, Texas 78768-2034 or online at www.tcdrs.org.

The plan provisions are adopted by the governing body of the employers, within the options available in the Texas state statutes governing TCDRS (TCDRS Act). Members can retire at ages 60 and above with 8 or more years of service, with 20 years of service regardless of age or when the sum of their age and years of service equals 75 or more. Members are vested after 8 years but must leave their accumulated contributions in the plan to receive any employer-financed benefit. Members who withdraw their personal contribution in a lump sum are not entitled to any amounts contributed by the employer.

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

Funding Policy

The employer has elected the annually determined contribution rate (ADCR) plan provisions of the TCDRS Act. The plan is funded by monthly contributions from both employee members and the employer based on the covered payroll of employee members. Under the TCDRS Act, the contribution rate of the employer is actuarially determined annually. It was 20% for the calendar year 2023. The contribution rate payable by the employee members is the rate of 7% as adopted by the governing body of the employer. The employee contribution rate and the employer contribution rate may be changed by the governing body of the employer within the options available in the TCDRS Act.

NOTE K – EMPLOYEE DEFINED BENEFIT PENSION RETIREMENT PLAN (CONTINUED)

If the plan suffers an adverse experience, provisions of the ACT allow the employer to contribute for twenty-five years at a fixed, increased rate determined actuarially by TCDRS, or to reduce the benefits earned in the future.

Membership Information

Members	December 31, 2022	December 31, 2023
Number of inactive employees entitled to but not yet receiving benefits:	1	1
Number of active employees:	5	5
Average monthly salary	$8,432	$9,113
Average age	55.58	56.58
Average length of service in years	18.38	19.38

Inactive Employees (or their Beneficiaries) Receiving Benefits

Number of benefit recipients	3	3
Average monthly benefit	$5,005	$5,005

Net Pension Liability

The Districts Net Pension Liability (NPL) was measured as of December 31, 2023, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date.

Actuarial Assumptions

The actuarial assumptions that determined the total pension liability as of December 31, 2023 were based on the results of a study of the actuarial experience for the period January 1, 2013, through December 31, 2016, except where Governmental Accounting Standards Board Statement No. 68 required otherwise. The following are the key assumptions and methods applied to this measurement period:

Valuation Date	December 31, 2023
Actuarial Cost Method	Entry Age (level percent pay)
Amortization Method	
Recognition of economic/demographic gains or losses	Straight-Line Amortization over Expected Working Life
Recognition of assumptions changes or inputs	Straight-Line Amortization over Expected Working Life

NOTE K – EMPLOYEE DEFINED BENEFIT PENSION RETIREMENT PLAN (CONTINUED)

Asset Valuation Method:	
Smoothing Period	5 years
Recognition Method	Non-Asymptotic
Corridor	None
Inflation	2.50%
Salary Increases	4.7% average over career including inflation
Investment Rate of Return	7.50% net of administrative and investment expenses, including inflation
Cost of Living Adjustments	Cost-of-living adjustments for Galveston County Emergency Communication District are not considered to be substantively automatic under GASB 68. Therefore, no assumption for future cost-of-living adjustments is included in the GASB calculations or the funding valuation.
Turnover	New employees are assumed to replace any terminated members and have similar entry ages.

Discount Rate

The discount rate used to measure the total pension liability was 7.60% which is the same as previous year. The projection of cash flows used to determine this discount rate assumed that plan members and the employer contributed at the statutorily required rates. Based upon that assumption, the plan's fiduciary net position was projected to be sufficient to make all future benefit payments to current members of the plan. Therefore, the long-term expected rate of return on pension-plan investments was applied to all periods of projected benefit payments to determine the total pension liability (asset).

The annual salary increases rates assumed for individual members vary by length of service and by entry-age group. The annual rates consist of general wage inflation component of 3.00% (made up of 2.50% inflation and 0.5% productivity increase assumptions) and a merit, promotion and longevity component that on average approximates 1.7% per year for a career employee.

NOTE K – EMPLOYEE DEFINED BENEFIT PENSION RETIREMENT PLAN (CONTINUED)

The long-term expected rate of return on pension plan investments is 7.60% and was determined by adding expected inflation to expected long-term real returns, and reflecting expected volatility and correlation. The capital market assumptions and information shown below are provided by TCDRS' investment consultant, Cliffwater LLC. The numbers shown are based on January 2024 information for a 10-year time horizon.

Asset Class	Benchmark	Target Allocation	Geometric Real Rate of Return (Expected Return Minus Inflation)
US Equities	Dow Jones U.S. Total Stock Market Index	11.50%	4.75%
Global Equities	MSCI World (Net) Index	2.50%	4.75%
International Equities - Developed	MSCI World Ex USA (net) Index	5.00%	4.75%
International Equities – Emerging	MSCI EM Standard (net) Index	6.00%	4.75%
Investment-Grade Bonds	Bloomberg Barclays Aggregate Bond Index	3.00%	2.35%
Strategic Credit	FTSE High-Yield Cash-Pay Capped Index	9.00%	3.65%
Direct Lending	Morningstar LSTA US Leveraged Loan Index	16.00%	7.25%
Distressed Debt	Cambridge Associates Distressed Securities Index	4.00%	6.90%
REIT Equities	67% FTSE NAREIT Equity REITs Index +33% FRSE EPRA/NAREIT Global Real Estate Index	2.00%	4.10%
Master Limited Partnerships (MLPs)	Alerian MLP Index	2.00%	5.20%
Private Real Estate Partnerships	Cambridge Associates Real Estate Index	6.00%	5.70%
Private Equity	Cambridge Associates Global Private Equity & Venture	25.00%	7.75%
Hedge Funds	Hedge Fund Research, Inc. (HFRI) Fund of Funds Composite Index	6.00%	3.25%
Cash Equivalents	90-Day U.S Treasury	2.00%	0.60%

NOTE K – EMPLOYEE DEFINED BENEFIT PENSION RETIREMENT PLAN (CONTINUED)

Changes in Net Pension Liability/(Asset)

	Increase (Decrease)		
	Total Pension Liability (a)	Fiduciary Net Position (b)	Net Penson Liability/(Asset) (a) - (b)
Balances as of December 31, 2022	$ 4,801,324	$ 4,930,512	$ (129,188)
Changes for the Year:			
Service Cost	89,339	-	89,339
Interest on Total Pension Liability	364,969	-	364,969
Effect of Plan Changes	-	-	-
Effect of Economic/Demographic Gains of Losses	13,430	-	13,430
Effect of Assumptions Changes or Inputs	-	-	-
Refund of Contributions	-	-	-
Benefit Payments	(180,165)	(180,165)	-
Administrative Expenses	-	(2,839)	2,839
Member Contributions	-	38,274	(38,274)
Net Investment Income	-	541,547	(541,547)
Employer Contributions	-	109,355	(109,355)
Other	-	349	(349)
Balances as of December 31, 2023	**$ 5,088,898**	**$ 5,437,034**	**$ (348,136)**

Senitivity of the District's Share of the Net Pension Liability/(Asset)
Discount Rate Sensitivity Analysis

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

	1% Decrease	Current Discount Rate	1% Increase
	6.60%	7.60%	8.60%
Total Pension Liability	$ 5,625,020	$ 5,088,898	$ 4,619,281
Fiduciary Net Position	5,437,034	5,437,034	5,437,034
Net Pension Liability/(Asset)	**$ 187,986**	**$ (348,136)**	**$ (817,753)**

NOTE K – EMPLOYEE DEFINED BENEFIT PENSION RETIREMENT PLAN (CONTINUED)

Pension Expense and Deferred Outflows and Inflows of Resources Related to Pensions

For the year ended December 31, 2023, the District recognized pension expense of $14,776.

At December 31, 2023, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Deferred Inflows/Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources
Differences Between Expected and Actual Experience	-	24,163
Changes of Assumptions	-	40,968
Net Difference Between Projected and Actual Earnings	-	31,122
Contributions Made Subsequent to Measurement Date	N/A	Employer Determined

Amounts currently reported as deferred outflows of resources and deferred inflows of resources related to pensions, excluding contributions made subsequent to the measurement date, will be recognized in pension expense as follows:

Year Ended December 31:	
2024	$21,286
2025	(4,970)
2026	113,563
2027	(33,626)
2028	0
Thereafter	0

NOTE L – DEFERRED COMPENSATION PLAN

All employees participate in a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan permits employees to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, or death. The plan is administrated by an insurance company.

NOTE M – EMPLOYEE DEFINED BENEFIT HEALTHCARE RETIREMENT PLAN

Plan Description

The District's defined benefit OPEB plan provides certain post-employment retirement benefits for its qualifying employees through a single-employer defined benefit health care plan administered by the District. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

NOTE M – EMPLOYEE DEFINED BENEFIT HEALTHCARE RETIREMENT PLAN (CONTINUED)

Prior to 2018, Galveston County Emergency Communication District provided its employees health benefits upon retirement. Effective January 1, 2018, the District revised its retiree medical policy to state that all future retirees will receive a reimbursement in the amount of $500 per month for their medical insurance benefits. Current retirees will still be provided full medical insurance coverage. Benefit provisions are established or may be amended under the authority of the District's management. The District administers the single-employer defined benefit plan.

Employees covered by OPEB plan as of December 31, 2024 were as follows:

Inactive plan members or beneficiaries currently receiving benefits	2
Inactive plan members entitled to but not yet receiving benefits	0
Active plan members	6
Total plan members	8

Funding Policy

This plan represents an unfunded OPEB program. Employer contributions will be made on a pay-as-you-go basis subject to the originating policy adopted by the District's management. Retired plan members are not required to contribute to the plan.

Total OPEB Liability

The District's total OPEB liability was measured as of December 31, 2024 and determined using the Alternative Measurement Method in accordance with GASB 74/75. There are currently no plan assets.

Changes in Net OPEB Liability

Changes in the City's OPEB liability presented below are calculated for the year ended December 31, 2024 (measurement year):

	Total OPEB Liability (a)	Change in Fiduciary Net Position (b)	NET OPEB Liability (a)-(b)
Balance as of Prior Measurement Date	$ 526,973	$ -	$ 526,973
Service Cost	$ 14,148	N/A	$ 14,148
Interest on Total OPEB Liability	$ 16,345	N/A	$ 16,345
Effect of Plan Changes	$ -	N/A	$ -
Effect of Economic/Demographic Gains or Losses	$ 44,783	N/A	$ 44,783
Effect of Assumptions Changes or Inputs	$ (72,946)	N/A	$ (72,946)
Benefit Payments	$ (14,028)	$ (14,028)	$ -
Employer Contributions	N/A	$ 14,028	$ (14,028)
Employee Contributions	N/A	$ -	$ -
Net Investment Income	N/A	$ -	$ -
Administrative Expenses	N/A	$ -	$ -
Balance as of Current Measurement Date	$ 515,275	$ -	$ 515,275

NOTE M – EMPLOYEE DEFINED BENEFIT HEALTHCARE RETIREMENT PLAN (CONTINUED)

Changes of assumptions reflects a change in discount rate from 3.06% in 2023 to 4.28% in 2024.

OPEB Expense

For the year ended December 31, 2024, the District recognized total OPEB expense of $2,330.

Service Cost	$	14,148
Interest on the Total OPEB Liability		16,345
Economic/Demographic Gains or Losses		44,783
Assumptions Changes or Inputs		(72,946)
Total OPEB Expense	$	2,330

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the total OPEB liability of the District, calculated using the discount rate of 4.28% as well as what the plan's total OPEB liability would be if it were calculated using a discount rate that is 1- percentage point lower or 1-percentage point higher than the current rates used:

	Discount Rate -1%	Baseline	Discount Rate + 1%
Discount Rate	3.28%	4.28%	5.28%
Net OPEB Liability	$574,008	$515,275	$464,920
Change from Baseline	$58,733	$0	($50,355)

Healthcare Cost Trend Rate Sensitivity Analysis

The following schedule shows the impact to the total OPEB liability if the Healthcare Cost Trend Rate used was 1% less than and 1% greater than what was used in measuring the total OPEB liability.

	Baseline Trend -1%	Baseline Trend	Baseline Trend +1%
Discount Rate	3.28%	4.28%	5.28%
Net OPEB Liability	$491,395	$515,275	$540,340
Change from Baseline	($23,881)	$0	$25,065

NOTE M – EMPLOYEE DEFINED BENEFIT HEALTHCARE RETIREMENT PLAN (CONTINUED)

Key Assumptions and Methods Used in the Valuation

The following exhibit documents the key assumptions and methods used for the valuation:

Assumptions	Values
Age Adjustment Factor	1
Average Retirement Age	62
Employer Future Premium Contribution	Remain at the current $ level over time
Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Percentage of Payroll
Assets Backing OPEB Liability	$0
Plan Asset Return	0.000%
Bond Yield	4.280%
Discount Rate	4.280%
Measurement Date	12/31/2024
Prior Measurement Date	12/31/2023
Prior Year Discount Rate	3.060%
Projected Salary Increases	2.90%
Amortization Period	20
Percentage Participation	100.00%
NOL and ADC	Calculated using the Alternative Measurement Method in accordance with GASB Methodology
Mortality Table	Pub-2010 Public Retirement Plans Mortality Tables, with mortality improvement projected for 10 years.
Turnover Assumption	Derived from data maintained by the U.S. Office of Personnel Management regarding the most recent experience of the employee group covered by the Federal Employees Retirement System

NOTE N – LEASES

Galveston County Emergency Communication District (District) entered into a tower lease agreement with CGS Investments, Inc. on February 26, 2013. The agreed lease commencement date was May 1, 2013. According to the terms of the lease agreement, the District was issued a license to use approximately 1,600 square feet of land and space on the Tower at 1310 Ginger Road, Santa Fe (Galveston County) Texas. The lease agreement also provided an initial lease payment of $2,135 per month with a lease term of 10 years.

Furthermore, on the 5th anniversary of the initial term, the license fee increases eight percent (8.00%) to $2,305.80. Then at the expiration of the initial lease term (10 years), the license will be automatically extended for an additional 5 years unless notification is received 90 days prior. Likewise, the First Extension Term will automatically be extended for an additional 5 years (the "Second Extension Term") unless the "District" notifies CGS, Investment, Inc. of intention not to renew at least 90 days prior to the expiration of the First Extension Term. An 8% escalator will

NOTE N – LEASES (CONTINUED)

become applied to the license fee at each 5-year interval (First and Second Extension). After the second extension, the lease will continue on a month-to-month basis (the "Holdover" Term) which can be terminated by either party upon 30 days written notice.

In addition, Xcell Towers II, LLC entered into an agreement to purchase the tower site at 1310 Ginger Street, Santa Fe, TX 77510 from CGS Investment, Inc. on December 31, 2019. A written notification of the ownership change was sent to the District on January 7, 2020.

The District has elected the option to use the incremental borrowing rate determined using a period comparable to the lease terms as the discount rate for leases where the implicit rate is not readily determinable. We have applied the incremental borrowing rate option to the equipment classes of assets.

Reported under GASB 87-year ended December 31, 2023:

Lease agreement summarized as follows:

Description	Date	Payment Terms	Payment Amount	Interest Rate	Total Lease Liability	Balance Dec 31, 2024
Tower	1/1/2022	11.3 yrs	Variable	2.29%	304,902	236,965

Schedule of Future Minimum Lease Payments-Capital Lease Obligations are as follow:

Year Ended Dec 31	Principal	Interest
2025	29,883	5,168
2026	29,883	4,596
2027	29,883	4,011
2028-32	160,571	10,186
2033	10,758	51
Total	**260,978**	**24,013**

The total rental expense was $29,883 and $29,145 in 2024 and 2023, respectively.

NOTE O – NEXT GENERATION 9-1-1 SERVICE

Galveston County Emergency Communication district was approved as one of the subrecipient s of federal awards by the State of Texas through the Commission on State Emergency Communications (CSEC), a state agency, to carry out the implementation of NG 9-1-1 services.

NOTE O – NEXT GENERATION 9-1-1 SERVICE (CONTINUED)

In May 2021, the Texas Legislature passed House Bill 2911 ("HB 2911") amending Health and Safety Code Chapter 771 to establish September 1, 2025, as the target date for "all parts of the state to be covered by next generation 9-1-1 service. HB 2911 includes a new Health and Safety Code 771.0713 creating the Next Generation 9-1-1 Fund ("NG9-1-1" Fund) and authorizing it to be funded with *"Coronavirus state and Local Fiscal Recovery Funds under Section 9901 of the American Rescue Plan Act of 2021.*

On April 6, 2022, following submission by the Commission of a grant application, the Office of the Governor awarded the Commission $150 million in CSFRF funds per SB 8. On May 17, 2022, the Commission voted to allocate the NG9-1-1 Fund to 70 (out of 77) Texas 9-1-1 entities expressing interest in applying for the Subrecipient grant award. The total amount of federal funds awarded to Galveston County Emergency Communication District by the Commission (CSEC) to go towards the cost of implementing the NG9-1-1 services was $1,500,000. The terms of the agreement include a period of performance, which begins on November 8, 2021 through December 31, 2024. The funds must be encumbered by December 31, 2024, but eligible costs would be reimbursed through December 31, 2026. The total amount received as CSEC reimbursement during the year was $1,441,436.

NOTE P – SUBSEQUENT EVENTS

Management has evaluated subsequent events through March 2, 2026, the date the financial statements were available to be issued.

Required Supplementary Schedules and Other Information

Galveston County Emergency Communication District
Schedule of Changes in Net Pension Liability and Related Ratios
For the Year Ended December 31, 2023

	Year Ended December 31, 2023	Year Ended December 31, 2022	Year Ended December 31, 2021	Year Ended December 31, 2020	Year Ended December 31, 2019	Year Ended December 31, 2018	Year Ended December 31, 2017	Year Ended December 31, 2016	Year Ended December 31, 2015	Year Ended December 31, 2014
Total Pension Liability										
Service cost	$ 89,339	$ 85,647	$ 83,148	$ 83,427	$ 77,729	76,961	101,043	101,689	94,301	89,204
Interest on total pension liability	364,969	344,482	323,697	306,395	290,171	271,111	253,998	220,169	196,699	175,687
Effect of plan changes	-	-	-	-	(60,191)	-	-	-	(5,147)	-
Effect of assumption changes or inputs	-	-	744	203,347	-	-	18,418	-	18,063	-
Effect of economic/demographi (gains) or losses	13,430	13,358	10,539	3,634	6,826	6,398	(37,546)	87,747	(5,590)	(9,189)
Benefit payments/refunds of contributions	(180,165)	(175,146)	(119,936)	(119,936)	(119,936)	(81,914)	(5,870)	(5,870)	(5,870)	(4,402)
Net Change in total pension liability	287,574	268,242	298,192	476,867	194,599	234,534	253,998	403,735	292,456	251,300
Total pension liability, beginning	4,801,324	4,533,082	4,234,890	3,758,023	3,563,424	3,328,890	3,074,892	2,671,157	2,378,701	2,127,401
Total pension liability, ending (a)	$ 5,088,898	$ 4,801,324	$ 4,533,082	$ 4,234,890	$ 3,758,023	$ 3,563,424	$ 3,328,890	$ 3,074,892	$ 2,671,157	$ 2,378,701
Fiduciary Net Position										
Employer contributions	109,355	$ 101,186	$ 397,521	$ 90,887	$ 70,831	59,892	55,662	51,927	52,236	276,649
Member contributions	38,274	35,415	34,132	35,345	33,055	31,874	38,125	40,343	39,024	37,468
Investment income net of investment expenses	541,547	(306,185)	922,700	377,707	518,383	(60,835)	412,695	188,975	(76,558)	139,735
Benefit payments/refunds of contributions	(180,165)	(175,146)	(119,936)	(119,936)	(119,936)	(119,936)	(81,914)	(5,870)	(5,870)	(4,402)
Administrative expense	(2,839)	(2,889)	(2,856)	(2,954)	(2,786)	(2,535)	(2,160)	(2,055)	(1,836)	(1,786)
Other	349	(1,015)	9,943	549	(40)	(513)	139	11,408	(511)	1,524
Net change in fiduciary net position	505,522	(348,634)	1,241,505	381,598	499,505	(92,054)	422,546	284,729	6,484	449,187
Fiduciary net position, beginning	4,930,512	5,279,146	4,037,641	3,656,043	3,156,537	3,248,592	2,826,045	2,541,317	2,534,834	2,085,646
Fiduciary net position, ending (b)	5,437,034	$ 4,930,512	$ 5,279,146	$ 4,037,641	$ 3,656,043	$ 3,156,538	$ 3,248,592	$ 2,826,046	$ 2,541,317	$ 2,534,834
Net pension liability/ (asset), ending = (a) - (b)	(348,136)	$ (129,188)	$ (746,063)	$ 197,249	$ 101,979	$ 406,886	$ 80,298	$ 248,846	$ 129,839	$ (156,133)
Fiduciary net position as a % of total pension liability	106.84%	102.69%	116.46%	95.34%	97.29%	88.58%	97.59%	91.91%	95.14%	106.56%
Pensionable covered payroll	546,776	505,929	487,605	504,929	472,208	455,338	544,639	576,327	557,480	535,257
Net pension liability/(asset) as a % of covered payroll	-63.67%	-25.53%	-153.01%	39.06%	21.60%	89.36%	14.74%	43.18%	23.29%	-29.17%

GASB Statements No. 68 and No. 71 were implemented during the fiscal year ended December 31, 2015.

Galveston County Emergency Communication District
Schedule of Employer Contributions
For the Ten Fiscal Years

Year Ending December 31	Actuarially Determined Contribution	Actual Employer Contribution	Contribution Deficiency (Excess)	Pensionable Covered Payroll (1)	Actual Contribution as a % of Covered Payroll
2014	76,649	276,649	(200,000)	535,257	51.7%
2015	52,236	52,236	-	557,480	9.4%
2016	51,927	51,927	-	576,327	9.0%
2017	55,662	55,662	-	544,639	10.2%
2018	59,892	59,892	-	455,338	13.2%
2019	68,659	70,831	(2,172)	472,208	15.0%
2020	68,872	90,887	(22,015)	504,929	18.0%
2021	63,194	397,521	(334,327)	487,605	81.5%
2022	54,590	101,186	(46,596)	505,929	20.0%
2023	52,491	109,355	(56,865)	546,776	20.0%

(1) Payroll is calculated based on contributions as reported to TCDRS.

GASB Statements No. 68 and 71 were implemented during the fiscal year ended December 31, 2015.

The following are the key assumptions and methods applied to this measurement period:

Valuation Date	Actuarially determined contribution rates are calculated each December 31, two years prior to the end of the fiscal year in which contributions are reported.
Actuarial Cost Method	Entry Age
Amortization Method	Level percentage of payroll, closed.
Remaining Amortization Period	0.1 years (based on contribution rate calculated in 12/31/23 valuation)
Asset Valuation Method	5-year smoothed market
Inflation	2.50%
Salary Increases	Varies by age and service. 4.7% average over career including inflation.
Investment Rate of Return	7.50%, net of administrative and investment expenses, including inflation.
Retirement Age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality	135% of the Pub-2010 General Retirees Table for males and 120% of the Pub-2010 General Retirees Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.
Changes in Assumptions and Methods Reflected in the Schedule of Employer Contributions	2015: New inflation, mortality and other assumptions were reflected. 2017 : New mortality assumptions were reflected. 2019: New inflation, mortality and other assumptions were reflected. 2022: New investment return and inflation assumptions were reflected.
Changes in Plan Provisions Reflected in the Schedule of Employer Contributions	2015: No changes in plan provisions are reflected in the Schedule. 2016: No changes in plan provisions are reflected in the Schedule. 2017: New Annuity Purchase Rates were reflected for benefits earned after 2017. 2018: No changes in plan provisions were reflected in the Schedule. 2019: No changes in plan provisions were reflected in the Schedule. 2020: Employer contributions reflect that the current service matching rate was decreased to 200% 2021: No changes in plan provisions were reflected in the Schedule. 2022: No changes in plan provisions were reflected in the Schedule.

Galveston County Emergency Communication District
Schedule of Changes in Total OPEB Liability and Related Ratios
For the Last Measurement Year

	2024
Service Cost	$ 14,148
Interest on Total OPEB Liability	16,345
Effect of Economic/Demographic Gains or Losses	44,783
Effect of Assumption Changes or Inputs	(72,946)
Employer Contributions - Benefit Payments	(14,028)
Net Change in Total Pension Liability	(11,698)
Total OPEB Liability - beginning	526,973
Total OPEB Liability - ending	$ 515,275
Covered Payroll	689,803
Total OPEB Liability as a Percentage of Covered Payroll	75%

The amounts presented are for each measurement year, which end the preceeding December 31. Total OPEB liability is calculated using a new methodology and will be presented prospectively in accordance with GASB 75. Ten years of data should be presented in this schedule but data was unavailable prior to 2018.

Notes to Schedule:
Changes of Assumption: Changes of assumption reflects the effect of changes in the discount rate each period. The following are the discount rates used in each period:

2022	3.64%
2023	3.06%
2024	4.28%

Plan Changes: Prior to 2018, the District provided health insurance coverage to all retirees. Beginning in 2018, new retireees will receive a $500 per month reimbursement for health insurance.

Katherine Overbeck Maxwell, PLLC
Certified Public Accountant

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Galveston County Emergency Management

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and governmental fund information of City of the Galveston County Emergency Communication District, as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the Galveston County Emergency Communication District's basic financial statements, and have issued our report thereon dated March 2, 2026.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Galveston County Emergency Communication District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Galveston County Emergency Communication District's internal control. Accordingly, we do not express an opinion on the effectiveness of Galveston County Emergency Communication District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Galveston County Emergency Communication District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

2200 Market Street, Suite 703 Galveston TX 77550
office 409-765-5287 fax 409-765-9644 www.overbeckmaxwellcpa.com

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Katherine Overbeck Maxwell, CPA, PLLC

Katherine Overbeck Maxwell, CPA, PLLC
Galveston, Texas
March 2, 2026

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*13.

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

Receive and file Galveston County Community Supervision and Corrections Department financial statements and supplementary information with independent financial audit report for year ending August 31, 2025, submitted by Adult Probation.

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/20/26 10:13 am

GALVESTON COUNTY
COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT

FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION

FOR THE YEAR ENDED
AUGUST 31, 2025

WITH INDEPENDENT AUDITOR'S REPORT

GALVESTON COUNTY
COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT

YEAR ENDED AUGUST 31, 2025

TABLE OF CONTENTS

	Page Number
Independent Auditor's Report	1 – 3
BASIC FINANCIAL STATEMENTS	
Combined Statement of Financial Position	4
Combined Statement of Revenue, Expenditures and Changes in Fund Balance	5
Combining Statement of Revenues, Expenditures and Changes in Fund Balance All Diversion Funds	6 – 7
Individual Statement of Revenues, Expenditures, and Changes in Fund Balance – Budget, Actual and Variance – Basic Supervision	8
Individual Statement of Revenues, Expenditures, and Changes in Fund Balance – Budget, Actual and Variance – Community Corrections	9
Individual Statement of Revenues, Expenditures, and Changes in Fund Balance – Budget, Actual and Variance – Diversion Grant Programs	10 – 14
Notes to Financial Statements	15 – 17
SUPPLEMENTARY SCHEDULES	
Schedules of Differences Between Audit Report and CSCD Reports as Submitted to TDCJ-CJAD	18 – 24
COMPLIANCE SECTION	
Independent Auditor's Report on Internal Control Over Financial Reporting And on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*	25 – 26
Schedule of Findings and Questioned Costs	27
Schedule of Findings and Questioned Costs for Prior Year	28
Fiscal Year 2025 TDCJ-CJAD Compliance Checklist	29 – 35

THIS PAGE LEFT BLANK INTENTIONALLY

PATTILLO, BROWN & HILL, L.L.P.
401 West State Highway 6
Waco, Texas 76710
254.772.4901 | pbhcpa.com

INDEPENDENT AUDITOR'S REPORT

Galveston County Community
Supervision and Corrections Department
Galveston County, Texas

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of Galveston County Community Supervision and Corrections Department (CSCD), as of and for the year ended August 31, 2025, the combined statement of financial position, the combined statement of revenue, expenditures and changes in fund balance, the combining statement of revenues, expenditures and changes in fund balance – all diversion funds, the individual statements of revenues, expenditures and changes in fund balance – budget, actual and variance for the year then ended, and the related notes to the financial statements, which collectively comprise Galveston County CSCD's basic financial statements as listed in the table of contents.

Unmodified Opinion on Regulatory Basis of Accounting

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of Galveston County CSCD, as of August 31, 2025, and the respective changes in financial position for the year then ended in accordance with the financial reporting provisions of accounting practices prescribed or permitted by the Texas Department of Criminal Justice – Community Justice Assistance Division (TDCJ-CJAD) to demonstrate compliance with TDCJ-CJAD's regulatory basis of accounting as described in Note 1.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Galveston County CSCD and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter – Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. As discussed in Note 1, Galveston County CSCD prepares its financial statements using accounting practices prescribed or permitted by TDCJ-CJAD to demonstrate compliance with TDCJ-CJAD's regulatory basis of accounting, which practices differ from accounting principles generally accepted in the United States of America. The effects on the financial statements of the variances between the regulatory basis of accounting and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material and pervasive. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting practices prescribed or permitted by TDCJ-CJAD to demonstrate compliance with TDCJ-CJAD's regulatory basis of accounting. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

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

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

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise Galveston County CSCD's basic financial statements. The supplementary schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The Schedules of Differences Between Audit Report and CSCD Reports as Submitted to TDCJ-CJAD are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole on the basis of accounting described in Note 1.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 31, 2026, on our consideration of Galveston County CSCD's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Galveston County CSCD's internal control over financial reporting and compliance.

Restriction on Use

Our report is intended solely for the information and use of the management of Galveston County CSCD, others within the organization, and the Texas Department of Criminal Justice - Community Justice Assistance Division and is not intended to be and should not be used by anyone other than these specified parties.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
March 31, 2026

THIS PAGE LEFT BLANK INTENTIONALLY

BASIC FINANCIAL STATEMENTS

GALVESTON COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

COMBINED STATEMENT OF FINANCIAL POSITION

AUGUST 31, 2025

	Basic Supervision	Community Corrections	Diversion Programs	Total
ASSETS				
Cash and investments				
Bank balances	$ 1,601,080	$ 24,940	$ 32,023	$ 1,658,043
Change fund	100	-	-	100
Total Cash and Investments	1,601,180	24,940	32,023	1,658,143
Accounts Receivable				
Community supervision fees	16	-	-	16
Due from others	11,556	-	-	11,556
Total Accounts Receivable	11,572	-	-	11,572
Total Assets	$ 1,612,752	$ 24,940	$ 32,023	$ 1,669,715
LIABILITIES AND FUND BALANCE				
Liabilities				
Accounts payable	$ 46,379	$ 592	$ 9,105	$ 56,076
Accrued wages payable	113,023	24,348	22,918	160,289
Total Liabilities	159,402	24,940	32,023	216,365
Fund Balance	1,453,350	-	-	1,453,350
Total Liabilities and Fund Balance	$ 1,612,752	$ 24,940	$ 32,023	$ 1,669,715

The accompanying notes are an integral part of these financial statements.

GALVESTON COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

COMBINED STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE

FOR THE YEAR ENDED AUGUST 31, 2025

	Basic Supervision	Community Corrections	Diversion Programs	Total
REVENUE				
State aid	$ 1,538,209	$ 492,576	$ 402,187	$ 2,432,972
One-time/supplemental payment	43,818	-	-	43,818
Total State Aid Not Including SAFPF	1,582,027	492,576	402,187	2,476,790
State aid: SAFPF	6,758	-	-	6,758
Community supervision fees	1,871,516	-	-	1,871,516
Payments by program participants	164,632	-	-	164,632
Interest income	729	-	-	729
Other revenue	58	-	-	58
Total Revenue	3,625,720	492,576	402,187	4,520,483
EXPENDITURES				
Salaries and fringe benefits	2,853,284	615,154	595,906	4,064,344
Travel and furnished transportation	124,352	4,360	1,403	130,115
Contract services for offenders	25,336	-	116,730	142,066
Professional fees	105,739	3,657	3,018	112,414
Supplies and operating	62,986	-	-	62,986
Utilities	4,333	-	-	4,333
Equipment	16,918	-	-	16,918
Total Expenditures	3,192,948	623,171	717,057	4,533,176
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	432,772	(130,595)	(314,870)	(12,693)
OTHER FINANCING SOURCES (USES)				
Basic Supervision interfund transfer	(445,465)	130,595	314,870	-
Total Other Financing Sources (Uses)	(445,465)	130,595	314,870	-
PRIOR YEAR ENDING FUND BALANCE	1,466,043	-	-	1,466,043
AUDITED YEAR ENDING FUND BALANCE	$ 1,453,350	$ -	$ -	$ 1,453,350

The accompanying notes are an integral part of these financial statements.

GALVESTON COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

ALL DIVERSION FUNDS

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

FOR THE YEAR ENDED AUGUST 31, 2025

	Domestic Violence Specialized Caseload	Assessment Unit	Specialized Mental Health Program
REVENUE			
State aid	$ 111,015	$ 100,756	$ 108,000
Total Revenue	111,015	100,756	108,000
EXPENDITURES			
Salaries and fringe benefits	157,741	149,861	136,625
Travel and furnished transportation	196	-	1,207
Contract services for offenders	21,110	-	-
Professional fees	833	756	810
Total Expenditures	179,880	150,617	138,642
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(68,865)	(49,861)	(30,642)
OTHER FINANCING SOURCES (USES)			
Basic Supervision interfund transfer	68,865	49,861	30,642
Total Other Financing Sources (Uses)	68,865	49,861	30,642
PRIOR YEAR ENDING FUND BALANCE	-	-	-
AUDITED YEAR ENDING FUND BALANCE	$ -	$ -	$ -

The accompanying notes are an integral part of these financial statements.

Treatment Support Services	Pretrial Intervention Program	Total
$ 42,416	$ 40,000	$ 402,187
42,416	40,000	402,187
-	151,679	595,906
-	-	1,403
95,620	-	116,730
319	300	3,018
95,939	151,979	717,057
(53,523)	(111,979)	(314,870)
53,523	111,979	314,870
53,523	111,979	314,870
-	-	-
$ -	$ -	$ -

GALVESTON COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

INDIVIDUAL STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET, ACTUAL AND VARIANCE

BASIC SUPERVISION

FOR THE YEAR ENDED AUGUST 31, 2025

	Budget	Actual	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
State aid	$ 1,538,209	$ 1,538,209	$ -
One-time/supplemental payment	43,818	43,818	-
Total State Aid Not Including SAFPF	1,582,027	1,582,027	-
State aid: SAFPF	6,758	6,758	-
Community supervision fees collected	1,871,516	1,871,516	-
Payments by program participants	164,632	164,632	-
Interest income	729	729	-
Carry over from previous FY (prior year ending fund balance)	1,466,043	1,466,043	-
Other revenue	58	58	-
Basic Supervision interfund transfer	(445,483)	(445,465)	18
Total Revenue	4,646,280	4,646,298	18
TYPE OF EXPENDITURES			
Salaries and fringe benefits	2,853,288	2,853,284	4
Travel and furnished transportation	124,410	124,352	58
Contract services for offenders	25,337	25,336	1
Professional fees	105,739	105,739	-
Supplies and operating	1,516,254	62,986	1,453,268
Utilities	4,333	4,333	-
Equipment	16,919	16,918	1
Total Expenditures	4,646,280	3,192,948	1,453,332
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	1,453,350	1,453,350
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		$ 1,453,350	

The accompanying notes are an integral part of these financial statements.

GALVESTON COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

INDIVIDUAL STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET, ACTUAL AND VARIANCE

COMMUNITY CORRECTIONS
SPECIALIZED INTERVENTION PROGRAM - 15

FOR THE YEAR ENDED AUGUST 31, 2025

	Budget	Actual	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
State aid	$ 492,576	$ 492,576	$ -
Basic Supervision interfund transfer	130,599	130,595	(4)
Total Revenue	623,175	623,171	(4)
TYPE OF EXPENDITURES			
Salaries and fringe benefits	615,157	615,154	3
Travel and furnished transportation	4,361	4,360	1
Professional fees	3,657	3,657	-
Total Expenditures	623,175	623,171	4
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	-	-
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		$ -	

The accompanying notes are an integral part of these financial statements.

GALVESTON COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

INDIVIDUAL STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET, ACTUAL AND VARIANCE

DIVERSION GRANT PROGRAM
DOMESTIC VIOLENCE SPECIALIZED CASELOAD - 22

FOR THE YEAR ENDED AUGUST 31, 2025

	Budget	Actual	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
State aid	$ 111,015	$ 111,015	$ -
Basic Supervision interfund transfer	68,868	68,865	(3)
Total Revenue	179,883	179,880	(3)
TYPE OF EXPENDITURES			
Salaries and fringe benefits	157,744	157,741	3
Travel and furnished transportation	196	196	-
Contract services for offenders	21,110	21,110	-
Professional fees	833	833	-
Total Expenditures	179,883	179,880	3
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	-	-
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		$ -	

The accompanying notes are an integral part of these financial statements.

GALVESTON COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

INDIVIDUAL STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET, ACTUAL AND VARIANCE

DIVERSION GRANT PROGRAM
ASSESSMENT UNIT - 23

FOR THE YEAR ENDED AUGUST 31, 2025

	Budget	Actual	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
State aid	$ 100,756	$ 100,756	$ -
Basic Supervision interfund transfer	49,864	49,861	(3)
Total Revenue	150,620	150,617	(3)
TYPE OF EXPENDITURES			
Salaries and fringe benefits	149,864	149,861	3
Professional fees	756	756	-
Total Expenditures	150,620	150,617	3
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	-	-
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		$ -	

The accompanying notes are an integral part of these financial statements.

GALVESTON COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

INDIVIDUAL STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET, ACTUAL AND VARIANCE

DIVERSION GRANT PROGRAM
SPECIALIZED MENTAL HEALTH PROGRAM - 7

FOR THE YEAR ENDED AUGUST 31, 2025

	Budget	Actual	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
State aid	$ 108,000	$ 108,000	$ -
Basic Supervision interfund transfer	30,645	30,642	(3)
Total Revenue	138,645	138,642	(3)
TYPE OF EXPENDITURES			
Salaries and fringe benefits	136,628	136,625	3
Travel and furnished transportation	1,207	1,207	-
Professional fees	810	810	-
Total Expenditures	138,645	138,642	3
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	-	-
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		$ -	

The accompanying notes are an integral part of these financial statements.

GALVESTON COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

INDIVIDUAL STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET, ACTUAL AND VARIANCE

DIVERSION GRANT PROGRAM
TREATMENT SUPPORT SERVICES - 20

FOR THE YEAR ENDED AUGUST 31, 2025

	Budget	Actual	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
State aid	$ 42,416	$ 42,416	$ -
Basic Supervision interfund transfer	53,524	53,523	(1)
Total Revenue	95,940	95,939	-
TYPE OF EXPENDITURES			
Contract services for offenders	95,621	95,620	1
Professional fees	319	319	-
Total Expenditures	95,940	95,939	1
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	-	-
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		$ -	

The accompanying notes are an integral part of these financial statements.

GALVESTON COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

INDIVIDUAL STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET, ACTUAL AND VARIANCE

DIVERSION GRANT PROGRAM
PRETRIAL INTERVENTION PROGRAM - 19

FOR THE YEAR ENDED AUGUST 31, 2025

	Budget	Actual	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
State aid	$ 40,000	$ 40,000	$ -
Basic Supervision interfund transfer	111,983	111,979	(4)
Total Revenue	151,983	151,979	(4)
TYPE OF EXPENDITURES			
Salaries and fringe benefits	151,683	151,679	4
Professional fees	300	300	-
Total Expenditures	151,983	151,979	4
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	-	-
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		$ -	

The accompanying notes are an integral part of these financial statements.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

The accompanying financial statements include the revenue of the Galveston County Community Supervision and Corrections Department (CSCD) related to the receipt of funds administered by the TDCJ-CJAD from state appropriations for the Basic Supervision Fund, Community Corrections funds, Diversion Program Grant Funds, local fees collected for the use of the CSCD, and the expenditures of those funds.

The Galveston County Community Supervision and Corrections Department, a special purpose district of State government, was organized to provide certain adult probation services to judicial districts.

Basis of Accounting

Since the Department receives funding from state government, it must comply with the requirements of the State. Therefore, the financial statements were prepared using the basis of accounting prescribed by the TDCJ-CJAD, a comprehensive basis of accounting other than generally accepted accounting principles.

Basis of accounting refers to the time at which revenues and expenditures are recognized in the accounts and reported in the statements. The accounts of Galveston County CSCD are organized on the basis of fund accounting, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, revenues, and expenditures. Resources are allocated to and accounted for in a fund based upon the source of the funds and the purposes for which they may be spent and the means by which the spending activities are controlled for the specific activities in accordance with laws, regulations, or other restrictions. Revenues and expenditures of Galveston County CSCD are accounted for using the modified accrual basis of accounting throughout the entire fiscal year.

The modified accrual basis of accounting is followed in that revenues are recorded when susceptible to accrual; i.e., earned, measurable and available. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities for the current period. Revenues received by October 31 for financial activity performed by August 31 are considered available. Also purchases for which the commitment has been established by August 31 are considered liabilities regardless of whether possession of these goods has been received by August 31 provided that the liability purchase is received and is paid for by October 31. Exception to this method of accounting is the recording of refunds to the State as reductions of Fund Balance.

Funds of the Galveston County CSCD are grouped into the custodial fund type for the purpose of operation on the Galveston County, Texas accounting system. Accounting custodial funds are accounts established for deposit and disbursement of funds which are not controlled through the Galveston County, Texas budget process and are held in purely a custodial capacity.

Budgets (Accounting and Legal Compliance)

Pursuant to Government Code, Section 76.004 and 76.002, the budgets governing the funding to the programs are prepared biennially, then approved by the district judges and the criminal court-at-law judges with jurisdiction over the department and by the TDCJ-CJAD.

Only budget adjustment requests, at year end, received by November 30, will be reviewed and approved/disapproved by TDCJ-CJAD. TDCJ-CJAD will not accept any budget adjustments after November 30 for the previous fiscal year. Only budget adjustments approved by TDCJ-CJAD are referred to in performing the financial audit.

2. PRIOR PERIOD ADJUSTMENT

The Department did not have any prior period adjustments to report for the year ended August 31, 2025.

3. REFUNDS

The Department did not issue any refunds for the year ended August 31, 2025.

4. BUDGET VARIANCES

The Department had no unfavorable budget variances that exceeded 15% of the last TDCJ-CJAD approved budget for any program.

5. CASH, COLLECTIONS, CHANGE FUND, PETTY CASH AND INVESTMENTS

Collection or clearing accounts are trust funds and must be covered by pledged collateral to cover the estimated highest daily balance of funds operated in conjunction with or through the county depository by the CSCD.

During the fiscal year audited: The CSCD's state aid and net funds (revenues) received were deposited and held, and collection accounts' remaining net funds (revenues) were transferred into a special fund of the county treasury, on or before the next regular business day, or on or before the fifth business day after the day on which the money was received. All the CSCD's state aid and net funds (revenues) received were held, deposited, disbursed, invested, and otherwise cared for by the County on behalf of the CSCD as the CSCD directed (Government Code 509.011(c) and Local Government Code 113.022 and 140.003 (f)).

CSCD employees who have access to, maintain, and administer public funds and change funds are covered by a surety bond.

The CSCD maintains a change fund in the amount of $100, which is only used at the CSCD. All employees maintaining and administering change funds are covered by the Employee Surety Bond. A change fund is not considered a petty cash fund and it is used strictly for making change in connection with collections that are due and payable to the CSCD.

The Department does not maintain any petty cash funds.

Idle funds are invested only within the depository of the County in a manner that protects the integrity of the principal and guarantees no loss of principal to the CSCD.

6. FUNDS COLLECTED BY THE CSCD FROM NON TDCJ-CJAD SOURCES WHICH ARE REQUIRED TO BE REPORTED ON THE TDCJ-CJAD QUARTERLY FINANCIAL REPORTS

The Department utilized the following funds collected from sources other than TDCJ-CJAD which are required to be reported for the year ended August 31, 2025:

Source	Amount Received	Restrictions for Use	Expended in Accordance with Restrictions
Community Supervision Fees Collected	$ 1,871,516	Texas Code of Criminal Procedure Art. 42A.652 (a); *FMM restrictions*	Yes
Payments by Program Participants			
Pretrial Intervention Program Related Fees	$ 105,668	Texas Code of Criminal Procedure Chapter 102.012; *FMM restrictions*	Yes
Urinalysis Fees	58,964	*FMM restrictions*	Yes
Total Payments by Program Participants:	$ 164,632	Government Code, Sec. 76.015; Sec. 19, Art. 42.12 Code of Criminal Procedures; *FMM restrictions*	Yes
Interest Income	$ 729	*FMM restrictions*	Yes
Other Revenue			
10% ARTS Restitution Fees Collected by HHS	$ 58	*FMM restrictions*	Yes
Total Other Revenue:	$ 58		

Locally generated revenues are expended in accordance with the Financial Management Manual for TDCJ-CJAD Funding, TDCJ-CJAD Funding and Fiscal Management Updates, TDCJ-CJAD Standards, TDCJ-CJAD Field Correspondence, TDCJ-CJAD Policy Statements, Standard and Special Grant Conditions, and applicable laws.

7. COMMITMENTS AND CONTINGENCIES

The Department is contingently liable in respect to lawsuits and other claims in the ordinary course of its operations. The potential settlement (if any) of such contingencies under the budgetary process would require appropriation of revenues yet to be realized and in the opinion of Department management would not materially affect the financial position of the Department at August 31, 2025.

8. SUBSEQUENT EVENTS

The department had no subsequent events that require disclosure.

THIS PAGE LEFT BLANK INTENTIONALLY

SUPPLEMENTARY SCHEDULES

GALVESTON COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD

BASIC SUPERVISION

FOR THE YEAR ENDED AUGUST 31, 2025

	Actual	Per CSCD Quarterly Report	Difference
REVENUE			
State aid	$ 1,538,209	$ 1,538,209	$ -
One-time/supplemental payment	43,818	43,818	-
Total State Aid Not Including SAFPF	1,582,027	1,582,027	-
State aid: SAFPF	6,758	6,758	-
Community supervision fees	1,871,516	1,871,516	-
Payments by program participants	164,632	164,632	-
Interest income	729	729	-
Other revenue	58	58	-
Total Revenue	3,625,720	3,625,720	-
EXPENDITURES			
Salaries and fringe benefits	2,853,284	2,853,284	-
Travel and furnished transportation	124,352	124,352	-
Contract services for offenders	25,336	25,336	-
Professional fees	105,739	105,739	-
Supplies and operating	62,986	62,986	-
Utilities	4,333	4,333	-
Equipment	16,918	16,918	-
Total Expenditures	3,192,948	3,192,948	-
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	432,772	432,772	-
OTHER FINANCING SOURCES (USES)			
Basic Supervision interfund transfer	(445,465)	(445,465)	-
Total Other Financing Sources (Uses)	(445,465)	(445,465)	-
PRIOR YEAR ENDING FUND BALANCE	1,466,043	1,466,043	-
AUDITED YEAR ENDING FUND BALANCE	$ 1,453,350	$ 1,453,350	$ -

GALVESTON COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD

COMMUNITY CORRECTIONS
SPECIALIZED INTERVENTION PROGRAM - 15

FOR THE YEAR ENDED AUGUST 31, 2025

	Actual	Per CSCD Quarterly Report	Difference
REVENUE			
State aid	$ 492,576	$ 492,576	$ -
Total Revenue	492,576	492,576	-
EXPENDITURES			
Salaries and fringe benefits	615,154	615,154	-
Travel and furnished transportation	4,360	4,360	-
Professional fees	3,657	3,657	-
Total Expenditures	623,171	623,171	-
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(130,595)	(130,595)	-
OTHER FINANCING SOURCES (USES)			
Basic Supervision interfund transfer	130,595	130,595	-
Total Other Financing Sources (Uses)	130,595	130,595	-
PRIOR YEAR ENDING FUND BALANCE	-	-	-
AUDITED YEAR ENDING FUND BALANCE	$ -	$ -	$ -

GALVESTON COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD

DIVERSION GRANT PROGRAM
DOMESTIC VIOLENCE SPECIALIZED CASELOAD - 22

FOR THE YEAR ENDED AUGUST 31, 2025

	Actual	Per CSCD Quarterly Report	Difference
REVENUE			
State aid	$ 111,015	$ 111,015	$ -
Total Revenue	111,015	111,015	-
EXPENDITURES			
Salaries and fringe benefits	157,741	157,741	-
Travel and furnished transportation	196	196	-
Contract services for offenders	21,110	21,110	-
Professional fees	833	833	-
Total Expenditures	179,880	179,880	-
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(68,865)	(68,865)	-
OTHER FINANCING SOURCES (USES)			
Basic Supervision interfund transfer	68,865	68,865	-
Total Other Financing Sources (Uses)	68,865	68,865	-
PRIOR YEAR ENDING FUND BALANCE	-	-	-
AUDITED YEAR ENDING FUND BALANCE	$ -	$ -	$ -

GALVESTON COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD

DIVERSION GRANT PROGRAM
ASSESSMENT UNIT - 23

FOR THE YEAR ENDED AUGUST 31, 2025

	Actual	Per CSCD Quarterly Report	Difference
REVENUE			
State aid	$ 100,756	$ 100,756	$ -
Total Revenue	100,756	100,756	-
EXPENDITURES			
Salaries and fringe benefits	149,861	149,861	-
Professional fees	756	756	-
Total Expenditures	150,617	150,617	-
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(49,861)	(49,861)	-
OTHER FINANCING SOURCES (USES)			
Basic Supervision interfund transfer	49,861	49,861	-
Total Other Financing Sources (Uses)	49,861	49,861	-
PRIOR YEAR ENDING FUND BALANCE	-	-	-
AUDITED YEAR ENDING FUND BALANCE	$ -	$ -	$ -

GALVESTON COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD

DIVERSION GRANT PROGRAM
SPECIALIZED MENTAL HEALTH PROGRAM - 7

FOR THE YEAR ENDED AUGUST 31, 2025

	Actual	Per CSCD Quarterly Report	Difference
REVENUE			
State aid	$ 108,000	$ 108,000	$ -
Total Revenue	108,000	108,000	-
EXPENDITURES			
Salaries and fringe benefits	136,625	136,625	-
Travel and furnished transportation	1,207	1,207	-
Professional fees	810	810	-
Total Expenditures	138,642	138,642	-
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(30,642)	(30,642)	-
OTHER FINANCING SOURCES (USES)			
Basic Supervision interfund transfer	30,642	30,642	-
Total Other Financing Sources (Uses)	30,642	30,642	-
PRIOR YEAR ENDING FUND BALANCE	-	-	-
AUDITED YEAR ENDING FUND BALANCE	$ -	$ -	$ -

GALVESTON COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD

DIVERSION GRANT PROGRAM
TREATMENT SUPPORT SERVICES - 20

FOR THE YEAR ENDED AUGUST 31, 2025

	Actual	Per CSCD Quarterly Report	Difference
REVENUE			
State aid	$ 42,416	$ 42,416	$ -
Total Revenue	42,416	42,416	-
EXPENDITURES			
Contract services for offenders	95,620	95,620	-
Professional fees	319	319	-
Total Expenditures	95,939	95,939	-
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(53,523)	(53,523)	-
OTHER FINANCING SOURCES (USES)			
Basic Supervision interfund transfer	53,523	53,523	-
Total Other Financing Sources (Uses)	53,523	53,523	-
PRIOR YEAR ENDING FUND BALANCE	-	-	-
AUDITED YEAR ENDING FUND BALANCE	$ -	$ -	$ -

GALVESTON COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD

DIVERSION GRANT PROGRAM
PRETRIAL INTERVENTION PROGRAM - 19

FOR THE YEAR ENDED AUGUST 31, 2025

	Actual	Per CSCD Quarterly Report	Difference
REVENUE			
State aid	$ 40,000	$ 40,000	$ -
Total Revenue	40,000	40,000	-
EXPENDITURES			
Salaries and fringe benefits	151,679	151,679	-
Professional fees	300	300	-
Total Expenditures	151,979	151,979	-
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(111,979)	(111,979)	-
OTHER FINANCING SOURCES (USES)			
Basic Supervision interfund transfer	111,979	111,979	-
Total Other Financing Sources (Uses)	111,979	111,979	-
PRIOR YEAR ENDING FUND BALANCE	-	-	-
AUDITED YEAR ENDING FUND BALANCE	$ -	$ -	$ -

COMPLIANCE SECTION

THIS PAGE LEFT BLANK INTENTIONALLY

PATTILLO, BROWN & HILL, L.L.P.
401 West State Highway 6
Waco, Texas 76710
254.772.4901 | pbhcpa.com

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Galveston County Community
Supervision and Corrections Department
Galveston County, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the Galveston County Community Supervision and Corrections Department (CSCD) as of and for the year ended August 31, 2025, and the related notes to the financial statements, which collectively comprise Galveston County Community Supervision and Corrections Department's basic financial statements, and have issued our report thereon dated March 31, 2026.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Galveston County CSCD's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Galveston County CSCD's internal control. Accordingly, we do not express an opinion on the effectiveness of Galveston County CSCD's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of Galveston County CSCD's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Galveston County CSCD's financial statements are free of material misstatement, we performed tests of its compliance with certain provision of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Galveston County CSCD's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Galveston County CSCD's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

This report is intended solely for the information and use of the Galveston County CSCD, others within the organization, and the Texas Department of Criminal Justice – Community Justice Assistance Division and is not intended to be and should not be used by anyone other than these specified parties.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
March 31, 2026

GALVESTON COUNTY
COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED AUGUST 31, 2025

None

GALVESTON COUNTY
COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE PRIOR YEAR ENDED AUGUST 31, 2024

None

FY 2025 TDCJ-CJAD INDEPENDENT AUDIT COMPLIANCE CHECKLIST

***The Compliance Checklist* FORMAT AND CONTENT *are NOT TO BE ATLTERED*.**
Indicate whether these compliance requirements have been met by answering "YES," "NO," or "N/A" (Not Applicable). If "N/A" is blocked out, then answers must be either "YES" or "NO". *Contact your Fiscal Auditor if you have any questions.*

	YES	NO	N/A	
FINANCIAL POLICIES AND PROCEDURES *(Questions 1-4)* ***An explanation is required** to be reported in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs if questions 1- 4 are answered **NO**.*				
Duties of the Fiscal Officer, *FMM, Fiscal Officer*, Texas Government Code, Section 76.004 *(Question 1)* Texas Government Code, Section 76.004, effective September 1, 2001 allows the judge(s) as described by Government Code section 76.002 the option to appoint a fiscal officer, other than the county auditor, to be responsible for the following: Managing and protecting funds, fees, state aid, and receipts to the same extent that a county auditor manages county funds and funds of other local entities; Ensuring that financial transactions of the department are lawful and allowable; and Prescribing accounting procedures for the department.				
1.	☒	☐		Did the fiscal officer follow the applicable laws, guidelines, and duties as specified on Fiscal Officer section of the *FMM*?
Credit (Procurement) Cards, *FMM, Internal Controls, Separation of Duties, Credit Cards (Question 2)* CSCDs may obtain a credit (procurement) card in the CSCD's name for official use only. Charges to the CSCD credit card for personal items shall not be allowed, even if promptly reimbursed. If a credit card is maintained by the CSCD for official expenditures, the CSCD shall maintain a written policy regarding credit card use by employees, which must include authorization and documentation procedures.				
2.	☒	☐	☐	If the CSCD has a credit (procurement) card for official CSCD use, does the CSCD follow a written policy regarding credit card use by employees including authorization and documentation procedures?
Inventory of Equipment, *FMM, Disposal of Surplus Property / Allowable and Unallowable Expenditures, Equipment (Question 3)* Equipment items purchased valued at $1,000 or more and has a useful life of more than three years must be tagged and included on an inventory list. Inventory tags indicating CSCD ownership must be placed on all equipment purchased with CSCD funds. Periodic inventory testing must be performed by the CSCD, and an updated annual inventory kept on file for auditing purposes.				
3.	☒	☐		Was equipment physically inventoried and adequately supported with an inventory form?
Cash Matching for Grants; *FMM, Grants, Donations, Fees (Question 4)* With prior TDCJ-CJAD approval, CSCDs may use Basic Supervision, CC, DP, or TAIP funds as required cash matching for grants from other governmental agencies, non-profit organizations, or private foundations, etc., for the purpose of expanding an existing program (CC, DP, or TAIP cash matching) or for funding an accepted Strategic Plan program (Basic Supervision or CC cash matching). All expenditures from the CSCD's matching funds shall be in accordance with the *FMM*, *Allowable and Unallowable Expenditures*.				
4.	☐	☐	☒	Was cash matching properly authorized, budgeted, and expended?

	YES	NO	N/A	
FINANCIAL STATEMENTS *(Questions 5-11)* ***An explanation is required*** *in the corresponding note of the Notes to the Financial Statements and in the Schedule of Findings and Questioned Costs if questions 5, 7, 9, and 11 are answered* ***NO****. All sources identified in questions 6, 8, & 10-11 are required to be reported on their designated line item of the audited financial statements and in their corresponding note. See note for further instructions.*				
5.	☒	☐		Were expenditures and revenues supported by adequate documentation?
Interfund Transfers; *FMM, Financial Reports, Additional Reporting Requirements (Questions 6-7)* CSCDs cannot end a fiscal year with a negative fund balance in any program. Any negative fund balances in CC, DP, or TAIP must be covered by an interfund transfer from Basic Supervision. Basic Supervision can transfer funds to CC, DP, and TAIP. CC can transfer funds to DP and TAIP. Basic Supervision cannot receive funds from any programs unless those programs are returning funds they received from Basic earlier in the fiscal year. Transfers from DP and TAIP can only go to CC if returning funds received from CC earlier in the fiscal year. Transfers between CCs are not allowed; they should be done by increasing/decreasing state aid. Apart from returning unused funds, transfers cannot come from DP (even to/from another DP program) unless approved by the TDCJ-CJAD Division Director.				
6.	☒	☐		Did the CSCD have any interfund and/or DP fund transfers in the fiscal year audited?
7.	☒	☐	☐	If any, were all interfund and/or DP fund transfers allowable?
Deobligations, Government Code, Chapter 509, Section 509.011 (h), *FMM, Deobligations (Questions 8-9)* Government Code, Chapter 509, Section 509.011 (h), allows CSCDs to deobligate any unencumbered state funds held by the department during a fiscal year (Basic Supervision, CC, DP, and TAIP). Deobligations are a reduction to state aid for funds that are in excess of the amount needed to operate the programs for the remainder of the year and are not to be reported as a refund.				
8.	☐	☒		In the fiscal year audited, did any deobligation of funds occur because of an excess of funds allocated to programs?
9.	☐	☐	☒	Were the appropriate budget adjustments made for any reallocated funds?
Budget Variances, *FMM,* Budgets *(Question 10)* *All budget variances identified in the budget variance statements are to be reported in the Budget Variances note of the notes to the financial statements, see note for further instructions.* ***If any budget variances in excess of the 15% rule, they are required to be reported in the Schedule of Findings and Questioned Costs.*** Expenditure line-item differences over 15% of the last TDCJ-CJAD approved budget within each individual program for the fiscal year audited.				
10.	☐	☒		Were any unfavorable budget variances in excess of the 15% rule identified in the Individual Statement of Revenues, Actual, and Variance for the fiscal year audited?
Prior Period Adjustments, *FMM, Financial Reports, Additional Reporting Requirements (Question 11)* Adjustment to beginning fund balance because of corrections and/or reporting adjustments to the general ledger of prior fiscal years, **not prior quarters of the current fiscal year**. This amount does not include prior-year refunds.				

	YES	NO	N/A	
11.	☐	☐	☒	If the CSCD had any **prior period adjustments** resulting from accounting corrections or reporting adjustments to the general ledger for the prior fiscal year(s), were they properly reported as prior period adjustments on the quarterly financial report in the corresponding quarter during which they were identified?

BASIS OF ACCOUNTING *(Questions 12-14)*

***An explanation is required** in the Basis of Accounting portion of the Notes to the Financial Statements and in the Schedule of Findings and Questioned Costs if questions 12-14 are answered **NO**.*

Basis of Accounting Requirements, *FMM, Fiscal Officer, Duties of the Fiscal Officer / Financial Reports, Basis of Accounting (Questions 12-14)*

FMM, Fiscal Officer, Duties of the Fiscal Officer: Managing and protecting funds, fees, state aid, and other receipts of money. Each program is to be maintained utilizing a separate self-balancing set of financial books and accounting records in accordance with proper fund accounting.

FMM, Financial Reports, Basis of Accounting: Although CSCDs are encouraged to use the modified accrual basis of accounting for each quarter, the first, second, and third quarter reports may be prepared on the cash basis method of accounting. The fourth quarter report, which closes out the fiscal year, must be prepared on the modified accrual basis of accounting.

For the CSCD to report an accrual, as of August 31st on the fourth quarter report, TDCJ-CJAD requires that the expenditures be paid, and the item received by October 31st.

12.	☒	☐	Was separate accountability maintained for TDCJ-CJAD funds, i.e., fund accounting of self-balancing funds?
13.	☒	☐	Was the modified accrual basis of accounting used in preparing the fourth quarter reports for submission to TDCJ-CJAD?
14.	☒	☐	Were proper cutoff procedures observed at the end of each fiscal period? *The cutoff date for revenue recognition and expenditure payments is **October 31st, of the fiscal year audited.***

FUNDS COLLECTED FROM NON TDCJ-CJAD SOURCES WHICH ARE REQUIRED TO BE REPORTED ON THE TDCJ-CJAD QUARTERLY FINANCIAL REPORTS *(Questions 15-24)*

***An explanation is required** in the Funds Collected from Non TDCJ-CJAD Sources Which are Required to be Reported on the TDCJ-CJAD Quarterly Financial Reports note of the Notes to Financial Statements and in the Schedule of Findings and Questioned Costs, if questions 15-16, or 24, are answered **NO** or 18-19, or 22-23 are answered **YES**.*

*If any of the fees identified in questions 17, 20, and 21 were collected, they **are required** to be reported in the Funds Collected from Sources Other Than TDCJ-CJAD Which are Required to be Reported on the TDCJ-CJAD Quarterly Financial Reports note of the Notes to Financial Statements.*

15.	☒	☐	Were TDCJ-CJAD funds and locally generated revenues expended in accordance with the *FMM*, Special Grant Conditions, and applicable laws?
16.	☒	☐	Were locally generated funds and other collections documented with a proper receipt system, and can they be traced to probationers' accounts, bank deposits, and statements?

Administrative Fees, Texas Government Code Section 76.015c**,** *FMM, Statutory Requirements (Questions 17-19)*

Government Code Chapter 76 Community Supervision and Corrections Departments Section 76.015c states: A department may assess a reasonable administrative fee of not less than $25 and not more than $60 per month on an individual who participates in a program operated by the department or receives services from the department and who is not paying a monthly fee under Article 42A.652, Code of Criminal Procedure (i.e. Community Supervision Fees).

	YES	NO	N/A	
17.	☐	☒		Did the CSCD collect any **administrative fees of $25-$60** from **offender and/or non-offender individuals** who either participate in a TDCJ-CJAD funded program or receive services from the department and who are not paying a monthly fee under Articles 42A Code of Criminal Procedure (i.e., Community Supervision Fees)?
18.	☐	☐	☒	If collected, when the CSCD assessed the administrative fee, did the CSCD assess less than $25 or more than $60 for the fee?
19.	☐	☐	☒	If collected, did the CSCD assess administrative fees of $25-$60 for those individuals who also pay a monthly supervision fee under Articles 42A.652 Code of Criminal Procedure?

Fees for Pretrial Intervention Programs; Texas Code of Criminal Procedure Chapter 102.012, *FMM, Statutory Requirements (Question 20)*

Code of Criminal Procedure Chapter 102 Subchapter A General Costs Article 102.012, Fees for Pretrial Intervention Program states: (a) A court that authorizes a defendant to participate in a pretrial intervention program established under Section 76.011, Government Code, may order the defendant to pay to the court a supervision fee in an amount not more than $60 per month as a condition of participating in the program. (b) In addition to or in lieu of the supervision fee authorized by Subsection (a), the court may order the defendant to pay or reimburse a community supervision and corrections department for any other expense that is: (1) incurred as a result of the defendant's participation in the pretrial intervention program, other than an expense described by Article 102.0121; or (2) necessary to the defendant's successful completion of the program.

20.	☒	☐		Did the CSCD collect fees for **pretrial intervention programs** in the fiscal year audited?

Administrative Fees (i.e., Transaction Administrative Fees); Texas Code of Criminal Procedure, Article 102.072, *FMM, Statutory Requirements (Questions 21-24)*

Texas Code of Criminal Procedure, Article 102.072; Administrative Fee states: An officer listed in Article 103.003 or a community supervision and corrections department may assess an administrative fee for each transaction made by the officer or department relating to the collection of fines, fees, restitution, or other costs imposed by a court. The fee may not exceed $2 for each transaction. This article does not apply to a transaction relating to the collection of child support. A "transaction" is defined as an event that involves the collection of money for one or more purposes that results in a preparation of a single receipt. CSCDs shall not prepare separate receipts for money received during a single event for multiple purposes (i.e. to collect multiple $2 administrative fees).

The "transaction" administrative $2 fee is required to be budgeted and reported as Other Revenue in Basic Supervision.

21.	☐	☒		Did the CSCD collect **administrative fees** (i.e. **transaction administrative** fees) for each transaction made by the department relating to the collection of fines, fees, restitutions, or other costs imposed by a court during the fiscal year audited?
22.	☐	☐	☒	If collected, did any single **transaction administrative** fee exceed the allowable $2?
23.	☐	☐	☒	If collected, during each transaction, does the CSCD issue separate receipts for each fine, fee, restitution, or other cost paid while charging the $2 **transaction administrative fee** for each receipt?
24.	☐	☐	☒	If collected, was the **transaction administrative fee** budgeted and recorded as Other Revenue in Basic Supervision and accounted for on a consistent basis?

	YES	NO	N/A

CASH, COLLECTIONS, CHANGE FUND, PETTY CASH *(Questions 25-28)*

An explanation is required *to be reported in the Cash, Collections, Change Fund, Petty Cash & Investments note of the Notes to the Financial Statements and included in the Schedule of Findings and Questioned* Costs *if questions 25-28, 30, 34-35, and 36 are answered* ***NO****. All change fund and petty cash funds are required to be reported in the Cash, Collections, Change Fund, and Petty Cash & Investments note of the Notes to the Financial Statements.*

Deposits and Disbursement Requirements, *(Questions 25-28)*

Government Code, Section 509.011 (c) Each department, county, or municipality shall deposit all state aid received from the division in a special fund of the county treasury or municipal treasury, as appropriate, to be used solely for the provision of services, programs, and facilities under this chapter or Subchapter H, Chapter 351, Local Government Code.

Local Government Code, Section 140.003 (f) Each specialized local entity (CSCD) shall deposit in the county treasury of the county in which the entity has jurisdiction the funds the entity receives. The county shall hold, deposit, disburse, invest, and otherwise care for the funds on behalf of the specialized local entity (CSCD) as the entity (CSCD) directs. If a specialized local entity has jurisdiction in more than one county, the district judges having jurisdiction in those counties, by a majority vote, shall designate from among those counties the county responsible for managing the entity's funds.

Local Government Code, Section 113.022 (a) A county officer or other person who receives money shall deposit the money 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 officer or person must deposit the money, without exception, on or before the fifth business day after the day on which the money is received. However, in a county with fewer than 50,000 inhabitants, the commissioner's court may extend the period during which funds must be deposited with the county treasurer, but the period may not exceed 15 days after the date the funds are received. (b) A county treasurer shall deposit the money received under Subsection (a) in the county depository in accordance with Section 116.113(a). In all cases, the treasurer shall deposit the money on or before the seventh business day after the date the treasurer receives the money.

Local Government Code, Section 113.001. COUNTY TREASURER AS CHIEF CUSTODIAN OF MONEY. The county treasurer, as chief custodian of county funds, shall keep in a designated depository and shall account for all money belonging to the county.

Local Government Code, Section 116.113. DEPOSIT OF FUNDS. (a) Immediately after the commissioner's court designates a county depository, the county treasurer shall transfer to the depository all of the county's funds and the funds of any district or municipal subdivision of the county that does not select its own depository. The treasurer shall also immediately deposit with the depository to the credit of the county, district, or municipality any money received after the depository is designated.

Local Government Code, Section 116.115. CLEARINGHOUSE FOR MULTIPLE DEPOSITORIES. If the funds of a county are deposited with more than one depository, the commissioner's court shall by order name one of the depositories to act as a clearinghouse for the others. All county orders for payment are finally payable at the depository named as the clearinghouse.

25.	☒	☐	Were all the CSCD's state aid and net funds (revenues) received: held, deposited, disbursed, invested, and otherwise cared for in a special fund of the county treasury (county's bank account) during the fiscal year audited?
26.	☒	☐	Were all the CSCD's state aid and net funds (revenues) received, held, deposited, disbursed, invested, and otherwise cared for by the county on behalf of the CSCD, as the CSCD directed during the fiscal year audited?
27.	☒	☐	Were all the CSCD's state aid and net funds (revenues) (revenues) received and deposited in the county treasury (county's bank account) within the time period required by Local Government Code 113.022 during the fiscal year audited?
28.	☒	☐	Were all the CSCD's collection accounts' remaining net funds (revenues) transferred to the county treasury (county's bank account) within the time period required by Local Government Code 113.022 during the fiscal year audited?

	YES	NO	N/A	
Change Fund, Local Government Code, Chapter 130, Section 130.902 (a); *FMM, Fiscal Change Fund (Questions 29-30)*				
Local Government Code, Chapter 130, Section 130.902 (a) The commissioner's court of a county may set aside from the general fund of the county an amount approved by the county auditor for use as a change fund by any county or district official who collects public funds. The fund may be used only to make change in connection with collections that are due and payable to the county, the state, or another political subdivision of the state that are often made by the official. (b) The bond of that official who receives such a change fund must cover the official's responsibility for the correct accounting and disposition of the change fund.				
29.	☒	☐		Did the CSCD maintain a **change fund** authorized by the fiscal officer in the fiscal year audited? Change Funds are not to be confused with petty cash funds (*FMM, Fiscal Officer*).
30.	☒	☐	☐	Was the **change fund *only*** used to make change in connection with collections that are due and payable to the CSCD?
Petty Cash Utilizing CSCD Funds, Local Government Code, Section 130.909, FMM Petty Cash *(Questions 31-35)*				
Local Government Code, Section 130.909. (a) The commissioner's court of a county may set aside from the general fund of the county, for the establishment of a petty cash fund for any county or district official or department head approved by the commissioner's court, an amount approved by: (1) the county auditor, for a county with a population of 3.3 million or more; or (2) the commissioner's court, for a county with a population of less than 3.3 million (*FMM, State Payments, Financial Reports, Community Corrections Facility / Fiscal Officer*).				
31.	☐	☒		Did the CSCD maintain **petty cash** in the fiscal year audited?
32.	☐	☐	☒	Was the petty cash fund maintained by **utilizing the CSCD's funds** authorized by the county auditor?
33.	☐	☐	☒	Was the petty cash fund maintained by **utilizing NON-CSCD revenues** (i.e. vending machine revenues)?
34.	☐	☐	☒	Were **petty cash funds utilizing CSCD's funds** used only for specific purposes for allowable items as listed in the *FMM for TDCJ-CJAD Funding*?
35.	☐	☐	☒	Were **petty cash funds utilizing CSCD's funds** expended only for emergency situations authorized by a written policy and approved by the CSCD director?
Employee Surety Bond Coverage, *FMM, Employee Surety Bond Coverage (Question 36)*				
CSCD directors shall ensure that all public funds are protected by requiring that all employees with access to funds are covered by Employee Surety Bond coverage and that all funds maintained on CSCD premises are protected by appropriate insurance or bonding. Funds on CSCD premises shall not exceed insurance/bond limits of coverage. CSCDs that have been authorized to have a change fund shall have Employee Surety Bond coverage on the employee who maintains and administers the change fund or petty cash fund, and the coverage shall include the employee's responsibility for the correct accounting and disposition of the change fund or petty cash fund.				
36.	☒	☐		Were all employees who had access to public funds and/or maintained and administered public funds, change funds and petty cash, which cover the employees' responsibility for the correct accounting and disposition of the change fund and petty cash, covered by an employee surety bond?

	YES	NO	N/A	
SCHEDULE OF DIFFERENCES *(Question 37)* ***An explanation is required*** *to be reported in the Schedule of Differences, Notes to the Financial Statements and in the Schedule of Findings and Questioned Costs if question 37 is answered* ***NO****.*				
37.	☒	☐		Were revenues and expenditures as reported to TDCJ-CJAD on the quarterly financial reports in agreement with the CSCD's accounting records (CSCD's actuals), the last approved budget, and with audited financial statements?
COMPLIANCE Standards for Financial Audits, *Government Auditing Standards*, *FMM, Internal Controls (Questions 38-42)* ***An explanation is required*** *to be reported in the Report on Compliance and Internal Controls and in the Schedule of Findings and Questioned Costs If questions 38-42 are answered* ***YES****.*				
38.	☐	☒		Were there any instances of deficiencies in internal controls noted by the auditor?
39.	☐	☒		Were there any instances of non-compliance noted by the auditor?
40.	☐	☒		Were there any instances of fraud noted by the auditor?
41.	☐	☒		Were there any instances of waste noted by the auditor?
42.	☐	☒		Were there any instances of abuse noted by the auditor?
SCHEDULE OF FINDINGS AND QUESTIONED COSTS Standards for Financial Audits, *Government Auditing Standards (Questions 43-44)* ***An explanation is required*** *to be reported in Schedule of Findings and Questioned Costs for Prior Year if questions 43-44 are answered* ***NO****.*				
43.	☐	☐	☒	Do any action plans exist for findings from prior year audits?
44.	☐	☐	☒	If action plans exist from prior year audit findings, are they compliant?
OTHER MATTERS *(Questions 45-46)*				
45.	☐	☒		Was an on-site visit to the CSCD headquarters conducted by the CPA or CPA firm staff during the duration of the audit?
46.	☐	☒		Was a Governance letter noting certain immaterial instances of noncompliance issued to the CSCD? If yes, submit to CJAD with the Independent Audit Report.

THIS PAGE LEFT BLANK INTENTIONALLY

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*14.

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

Consideration for approval to partner with Sarah Glaser with Lloyd Gosselink, Rochelle & Townsend, P.C. ("Lloyd Gosselink") to conduct two half-day training sessions on employment law topics submitted by Human Resources

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	6/1/26 5:01 pm

Lloyd Gosselink
ATTORNEYS AT LAW

816 Congress Avenue, Suite 1900
Austin, Texas 78701
512.322.5800 p
512.472.0532 f
lglawfirm.com

Ms. Glaser's Direct Line: (512) 322-5881
Email: sglaser@lglawfirm.com

May 26, 2026

Rebecca Gilliam, Director
Galveston County Human Resources
722 Moody Avenue
Galveston, Texas 77550

VIA ELECTRONIC MAIL

Re: Engagement Letter – Training;
Billing File Number: 4781-1

Dear Ms. Gilliam:

We want to express our appreciation for the opportunity you have given our firm to work with you. As part of our routine in opening new files, and in part to comply with the provisions of Texas Local Government Code Chapter 176, we provide clients with an engagement letter. The purpose of this letter is to set forth our understanding of the legal services to be performed by us for this engagement and the basis upon which we will be paid for those services. This letter confirms that Lloyd Gosselink Rochelle & Townsend, P.C. ("Lloyd Gosselink") will conduct two half-day training sessions on employment law topics (the "Matter"). Our acceptance of this representation (the "Representation") becomes effective upon our receipt of an executed copy of this agreement.

Terms of Engagement

This letter sets out the terms of our engagement in the Representation. Certain of those terms are included in the body of this letter, and additional terms are contained in the attached document, entitled *Additional Terms of Engagement*, dated April 30, 2025. That document is expressly incorporated into this letter, and it should be read carefully. The execution and return of the enclosed copy of this letter constitutes an agreement to all the terms set forth in this letter and in the attached *Additional Terms of Engagement.*

It is understood and agreed that our engagement is limited to the Representation, and our acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in this letter.

Personnel Who Will Be Working on the Matter

I will be the attorney in charge of the Representation, and I will be working on the Matter. You may call, write, or e-mail me whenever you have any questions about the Representation. Other firm personnel, including firm lawyers and paralegals, will participate in the Representation if, in our judgment, their participation is necessary or appropriate.

Legal Fees and Other Charges

Lloyd Gosselink will invoice Galveston County a $6,300.00 flat fee, plus travel expenses, to cover the training scheduled for June 24, 2026, as well as a license to record the training sessions and re-play the recording unlimited times for internal training purposes. We endeavor to have a statement of services rendered and expenses incurred by the 15th of the following month. Full payment is due on receipt of the statement.

Conflicts of Interest

Before accepting the Representation, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar our firm from representing you in the Matter. Based on the information available to us, we are not aware of any potential disqualification. We reviewed that issue in accordance with the rules of professional responsibility adopted in Texas.

Cloud-Based Software

We use cloud-based electronic data storage and/or document preparation systems to store Client confidential information and/or prepare legal documents pertaining to this Matter. We may also use software that utilizes artificial intelligence where doing so would provide material benefit to your representation. In accordance with the Texas Disciplinary Rules of Professional Conduct and the Supreme Court of Texas, Professional Ethics Committee Opinion No. 680, in using such cloud-based or artificial intelligence software, we undertake reasonable precautions and remain alert to avoid the possibility of data breaches, unauthorized access, and/or disclosure of Client confidential information.

Document Retention

We may choose to keep records pertaining to this Matter in partially or exclusively electronic format, and we will bear ordinary costs relating to the treatment and storage of such records as part of the cost of providing legal services to you. Upon completion of our work on this Matter, your file, in the form in which it was maintained, will be made available for transfer to you at our office. As a general rule, we keep client files for five years. If your file has not previously been returned to you before the end of the retention period, our document retention policy directs us to offer the file to you at that time. Original documents (e.g., permits, licenses, deeds, wills and the like), or material that has unique or significant value in the form we originally acquired it, will be returned to you in that original form. We may, however, require you to pay any delivery or shipping expenses associated with delivering your client file and other client property to you at a location other than our office. If you do not indicate a desire to have the file returned to you, the file (both electronic and written) will be destroyed.

Conclusion

This letter and the attached *Additional Terms of Engagement* constitute the entire terms of the engagement of Lloyd Gosselink Rochelle & Townsend, P.C. in the Representation. These

written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written agreement signed both by you and Lloyd Gosselink Rochelle & Townsend, P.C. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of either you or Lloyd Gosselink Rochelle & Townsend, P.C.

Please carefully review this document, which includes this letter and the attached *Additional Terms of Engagement*. If there are any questions about these terms of engagement, or if these terms are inaccurate in any way, please let me know immediately. If acceptable, we would appreciate you signing and returning the enclosed duplicate original of this document.

Sincerely,



Sarah Glaser

STG/eif
Attachments

AGREED AND ACCEPTED:

_____	_____
Signature	Printed Name
_____	_____
Title	Date

Additional Terms of Engagement

This supplement to our engagement letter sets out additional terms of our agreement to provide the representation described in our engagement. Because these additional terms of engagement are a part of our agreement to provide legal services, you should review them carefully and should promptly communicate to us any questions concerning this document. We suggest that you retain this statement of additional terms along with our engagement letter and any related documents.

The Scope of the Representation

As lawyers, we undertake to provide representation and advice on the legal matters for which we are engaged. It is important for our clients to have a clear understanding of the legal services that we have agreed to provide. Thus, if there are any questions about the scope of the Representation that we are to provide in the Matter, please raise those questions promptly, so that we may resolve them at the outset of the Representation.

Any expressions on our part concerning the outcome of the Representation, or any other legal matters, are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed.

Upon accepting this engagement on your behalf, Lloyd Gosselink Rochelle & Townsend, P.C. agrees to do the following: (1) provide legal counsel in accordance with these terms of engagement and the related engagement letter, and in reliance upon information and guidance provided by you; and (2) keep you reasonably informed about the status and progress of the Representation.

To enable us to provide effective representation, you agree to do the following: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request, (2) keep us apprised on a timely basis of all developments relating to the Representation that are or might be material, (3) attend meetings, conferences, and other proceedings when it is reasonable to do so, and (4) otherwise cooperate fully with us.

Our firm has been engaged to provide legal services in connection with the Representation in the Matter, as specifically defined in our engagement letter. After completion of the Representation in the Matter, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities in regard to the Matter. Unless we are actually engaged after the completion of the Representation to provide additional advice on such issues, the firm has no continuing obligation to give advice with respect to any future legal developments that may pertain to the Matter.

It is our policy and your agreement that the person or entity that we represent is the one identified in our engagement letter, and that our attorney-client relationship does not include any related persons, employees of the client, or related entities.

Who Will Provide the Legal Services

As our engagement letter confirms, Lloyd Gosselink Rochelle & Townsend, P.C. will represent you in the Matter. Lloyd Gosselink Rochelle & Townsend, P.C. is a Texas professional corporation.

Although our firm will be providing legal services, each client of the firm customarily has a relationship principally with one attorney, or perhaps a few attorneys. At the same time, however, the work required in the Representation, or parts of it, may be performed by other firm personnel, including lawyers and paralegals. Such delegation may be for the purpose of involving other firm personnel with experience in a given area or for the purpose of providing services on an efficient and timely basis.

Communication and Confidentiality

In keeping with technological advancements and the corresponding demands of clients, it is the practice of the firm to use electronic (email) correspondence from time to time to communicate and to transmit documents. As such, the possibility exists that electronic transmissions could be intercepted or otherwise received by third parties and lose their privileged nature if the method of communication is ruled to lack sufficient confidentiality. As with any correspondence regarding legal representation, regardless of the manner of transmission, we urge you to use caution in its dissemination in order to protect its confidentiality. By signing below, you agree that we may use email in the scope of the Representation.

We recognize our obligation to preserve the confidentiality of attorney-client communications as well as the client confidences, as required by the governing rules of professional responsibility. If the Matter involves transactions, litigation or administrative proceedings or like proceedings in which our firm appears as counsel of record for you in publicly available records, we reserve the right to inform others of the fact of our representation of you in the Matter and (if likewise reflected or recorded in publicly available records) the results obtained unless you specifically direct otherwise.

Periodically, the firm is asked to provide a Representative Client List to prospective clients and in various legal directories (e.g., Martindale-Hubbell and the Texas Legal Directory). Unless you advise us to the contrary, we may disclose to third parties the fact that our firm represents you. Lloyd Gosselink is not requesting authorization to disclose any privileged information obtained during its representation.

Disclaimer

Lloyd Gosselink Rochelle & Townsend, P.C. has made no promises or guarantees to you about the outcome of the Representation of the Matter, and nothing in our engagement letter or these terms of engagement shall be construed as such a promise or guarantee.

Termination

At any time, you may, with or without cause, terminate the Representation by notifying us in writing of your intention to do so. Any such termination of services will not affect the obligation to pay for legal services rendered and expenses and charges incurred before termination, as well as additional services and charges incurred in connection with an orderly transition of the Matter.

We are subject to the codes or rules of professional responsibility for the jurisdictions in which we practice. There are several types of conduct or circumstances that could result in our withdrawing from representing a client, including, for example, the following: non-payment of fees or charges; misrepresentation or failure to disclose material facts; fraudulent or criminal conduct; action contrary to our advice; and conflict of interest with another client. We try to identify in advance and discuss with our clients any situation that may lead to our withdrawal.

A failure by you to meet any obligations under these terms of engagement shall entitle Lloyd Gosselink Rochelle & Townsend, P.C. to terminate the Representation. In that event, you will take all steps necessary to release Lloyd Gosselink Rochelle & Townsend, P.C. of any further obligations in the Representation or the Matter, including without limitation the execution of any documents necessary to effectuate our withdrawal from the Representation or the Matter. The right of Lloyd Gosselink Rochelle & Townsend, P.C. to withdraw in such circumstances is in addition to any rights created by statute or recognized by the governing rules of professional conduct.

Our engagement letter specifically explains our fees for services in the Matter. We will bill on a regular basis, normally each month, for fees and expenses and charges. It is agreed that you will make full payment within thirty (30) days of receiving our statement. We may give notice if an account becomes delinquent, and it is further agreed that any delinquent account must be paid upon the giving of such notice. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the Representation. However, any termination by either party may be subject to, or controlled by, orders of a court.

Document Retention

We may choose to keep records pertaining to this Matter in partially or exclusively electronic format, and we will bear ordinary costs relating to the treatment and storage of such records as part of the cost of providing legal services to you. Upon completion of our work on this Matter, your file, in the form in which it was maintained, will be made available for transfer to you at our office. As a general rule, we keep client files for five years. If your file has not previously been returned to you before the end of the retention period, our document retention policy directs us to offer the file to you at that time. Original documents (e.g., permits, licenses, deeds, wills and the like), or material that has unique or significant value in the form we originally acquired it, will be returned to you in that original form. We may, however, require you to pay any delivery or shipping expenses associated with delivering your client file and other client property to you at a location other than our office. If you do not indicate a desire to have the file returned to you, the file (both electronic and written) will be destroyed.

Charges for Expenses and Services

Our invoices will include amounts for legal services rendered and for other expenses and services. Examples of other expenses and services include charges for photocopying, facsimile transmissions, long-distance telephone calls, travel and conference expenses, messenger deliveries, computerized research, and other electronic transmissions. In addition, we reserve the right to send to you for direct payment any invoices delivered to us by others, including experts and any vendors.

Rates for our legal services, expenses and charges are subject to change from time to time and will be noted on your bill. In some situations, we can arrange for such services and expenses to be provided by third parties billed through our billings or by direct billing to the client.

Standards of Professionalism and Attorney Complaint Information

Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we are to advise our clients to the contents of the Texas Lawyer's Creed, a copy of which is attached. In addition, we are to advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled *Attorney Complaint Information* is available in our office in Austin and is likewise available upon request. A client that has any questions about the State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 toll free.

THE TEXAS LAWYER'S CREED

A Mandate for Professionalism

Promulgated by The Supreme Court of Texas and the Court of Criminal Appeals November 7, 1989

I am a lawyer; I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that Professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this Creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."

2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.

3. I commit myself to an adequate and effective pro bono program.

4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.

5. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this Creed when undertaking representation.

2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.

3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.

4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.

5. I will advise my client of proper and expected behavior.

6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.

7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.

8. I will advise my client that we will not pursue tactics which are intended primarily for delay.

9. I will advise my client that we will not pursue any course of action which is without merit.

10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.

11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.

2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.

3. I will identify for other counsel or parties all changes I have made in documents submitted for review.

4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.

5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.

6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.

7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.

8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.

9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.

10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.

11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.

12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.

13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.

14. I will not arbitrarily schedule a deposition, Court appearance, or hearing until a good faith effort has been made to schedule it by agreement.

15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.

16. I will refrain from excessive and abusive discovery.

17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.

18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.

19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.

2. I will conduct myself in court in a professional manner and demonstrate my respect for the Court and the law.

3. I will treat counsel, opposing parties, witnesses, the Court, and members of the Court staff with courtesy and civility and will not manifest by words or conduct bias or prejudice based on race, color, national origin, religion, disability, age, sex, or sexual orientation.

4. I will be punctual.

5. I will not engage in any conduct which offends the dignity and decorum of proceedings.

6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.

7. I will respect the rulings of the Court.

8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.

9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

Order of the Supreme Court of Texas and the Court of Criminal Appeals

The conduct of a lawyer should be characterized at all times by honesty, candor, and fairness. In fulfilling his or her primary duty to a client, a lawyer must be ever mindful of the profession's broader duty to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals are committed to eliminating a practice in our State by a minority of lawyers of abusive tactics which have surfaced in many parts of our country. We believe such tactics are a disservice to our citizens, harmful to clients, and demeaning to our profession.

The abusive tactics range from lack of civility to outright hostility and obstructionism. Such behavior does not serve justice but tends to delay and often deny justice. The lawyers who use abusive tactics, instead of being part of the solution, have become part of the problem.

The desire for respect and confidence by lawyers from the public should provide the members of our profession with the necessary incentive to attain the highest degree of ethical and professional conduct.

These rules are primarily aspirational. Compliance with the rules depends primarily upon understanding and voluntary compliance, secondarily upon reenforcement by peer pressure and public opinion, and finally when necessary by enforcement by the courts through their inherent powers and rules already in existence.

These standards are not a set of rules that lawyers can use and abuse to incite ancillary litigation or arguments over whether or not they have been observed.

We must always be mindful that the practice of law is a profession. As members of a learned art we pursue a common calling in the spirit of public service. We have a proud tradition. Throughout the history of our nation, the members of our citizenry have looked to the ranks of our profession for leadership and guidance. Let us now as a profession each rededicate ourselves to practice law so we can restore public confidence in our profession, faithfully serve our clients, and fulfill our responsibility to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals hereby promulgate and adopt **"The Texas Lawyer's Creed -- A Mandate for Professionalism"** described above.

In Chambers, this 7th day of November, 1989.

The Supreme Court of Texas

Thomas R. Phillips, Chief Justice
Franklin S. Spears, Justice
C. L. Ray, Justice
Raul A. Gonzalez, Justice
Oscar H. Mauzy, Justice
Eugene A. Cook, Justice
Jack Hightower, Justice
Nathan L. Hecht, Justice
Lloyd A. Doggett, Justice

The Court of Criminal Appeals

Michael J. McCormick, Presiding Judge
W. C. Davis, Judge
Sam Houston Clinton, Judge
Marvin O. Teague, Judge
Chuck Miller, Judge
Charles F. (Chuck) Campbell, Judge
Bill White, Judge
M. P. Duncan, III, Judge
David A. Berchelmann, Jr., Judge

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*15.

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

Contract Approval Request Form

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

1) **Date of Request:** 5/26/2026
2) **Contract Type:** Expense
3) **Renewal Contract:** Yes
4) **Department Name: County Judge/Veterans Treatment Court (VTC)**
5) **Department Contact: Christopher James (x2679)**
6) **Description: Gulf Coast Monitoring provides the alcohol monitoring program used by the Galveston County (VTC). This alcohol monitoring program is funded by a grant from the Texas Veterans Commission (GR-0000787 FY26 Veteran's Treatment Court)**

7) **PEID No: 722983**
8) **Req No:**
9) **Orgkey: 2826120900**
10) **Object Code: 5412000: Medical and Dental Services.**
11) **Vendor: Gulf Coast Monitoring**
12) **Vendor Contract No: SC-0000405 Vtc Mou For Alcohol Ankle Monitoring**

Expenditure Budget/Revenue Projections

13) **Fund Name: Veterans Treatment Court**
14) **Fund #: 2826120900**
15) **Current Year Budgeted: $23,989.50**
16) **Current Year Projected: $23,989.50**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals: $23,989.50**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 7/1/2026
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 6/30/2027
26) **Contract # Issued by Purchasing Department: SC-0000405**

NOTES:

HB1295 not required - Political Subdivision - Prior approval 06/23/2023 - Item 9

Approval History

Seq #	Approver	Action	Action Date
1	Mark Henry	Approve	5/26/26 11:30 am
2	Melissa Fleming	Approve	5/28/26 9:04 am
Notes:	Veronica to attach the updated MOU with current dates (5/28/2026 MF)		
3	Francisco Rodriguez	Approve	5/28/26 9:07 am
4	Rodolfo Gomez	Approve	5/28/26 3:09 pm
5	Diana Huallpa	Approve	5/28/26 3:10 pm
6	Sergio Cruz	Approve	5/28/26 11:23 pm
7	Veronica Van Horn	Approve	5/29/26 4:53 pm

Gulf Coast
Monitoring Specialists
305 21st St. STE. 220
Galveston, Texas 77550
Office 409-996-2000

Memorandum of Understanding

Galveston County Veteran's Treatment Court (GCVTC)

To Whom it may concern:

GULF COAST MONITORING SPECIALISTS (GCMS) acknowledges that the total amount of the proposed AGREEMENT is subject to change, at department's discretion, based on needs and circumstances that arise within the overall DEPARTMENT program. GULF COAST MONITORING SPECIALISTS agrees to the following rates for services:

Installation Fee for any/each device:	$ 75.00 / each
"SCRAM" Alcohol Ankle Monitoring: Equipment Rental & Monitoring Fee	$ 11.00 per /day
"SCRAM" with house arrest: Equipment Rental & Monitoring Fee	$ 12.00 per/ day
GPS Location Tracking: Monitoring Fee	$ 9.00 per /day
GPS Victim Notification Ally App	$ 1.00 per/ day
Remote breath/facial recognition/GPS Monitoring:	$ 6.00 per /day
Drug "Sweat" Patch:	$ 65.00 / each
Hair Follicle Testing (5 panel)	$125.00 / each
Hair Follicle Testing (Alcohol)- stand alone	$150.00 / each
Hair Follicle Testing (combined Alcohol and 5 panel tests	$224.00 / each

SERVICES

GCMS shall, in accordance with the terms of this AGREEMENT, provide all necessary personnel, equipment, materials, supplies, facilities, and services and do all things necessary for, or incidentally to, the provision of the services listed above.

GCMS shall assist Defendants to change their behavior and become productive, contributing to members of society by leading a life free of crime.

GCVTC retains control over the Defendants referred to GCMA for the provision of services. If the Defendant is determined to need additional or different services, the Defendant will be referred to the GCVTC for further action.

GCMS agrees to provide testimony in court, if required, at no additional cost to the GCVTC,

Gulf Coast
Monitoring Specialists
1130 South Hood Street
Alvin, TX 77551
Office 281.331.9500

DUTIES AND OBLIGATIONS

GCMS shall provide the services in compliance with applicable federal and state law, including all constitutional, legal and court-ordered requirements, whether now in effect or hereinafter effected or implemented.

CONFIDENTIALITY

When applicable, records of identity, diagnosis, prognosis, or treatment of any Defendant through this proposed AGREEMENT shall be confidential and may be disclosed only in accordance with applicable laws.

INSURANCE

GCMS shall obtain and maintain insurance coverage in force in accordance with all applicable law and accepted industry standards during the term they are engaged hereunder. In addition, GCMS shall maintain a liability insurance policy in an amount not less than $100,000 for each person and $300,000 for each single occurrence for bodily injury or death and $100,000 for each single occurrence for injury to or destruction of property.

MONTHLY INVOICE

GCMS will bill monthly based on agreed-upon daily rates.

Gulf Coast
Monitoring Specialists
1130 South Hood Street
Alvin, TX 77551
Office 281.331.9500

If your organization agrees with the above-stated memorandum of understanding, please sign below and return to Gulf Coast Monitoring Specialists.

Thank you,

Cindy Hammons

SIGNATURES OF APPROVAL:

Mark Henry, Galveston County Judge

Date

Agreement effective 07/01/2026 through 06/30/2027

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*16.

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

Consideration of approval of granting a reduction of a permit fee (Facility Permitting Policy, Section 5.1.2 and 5.1.3) to Loving the Mama Postpartum Services & Black Chamber Foundation Brazoria County for use of the banquet hall, South Ground and North Grounds at Walter Hall Park for their Fed with Love 5K and resource fair on Saturday, August 15th, 2026, presented by the Parks & Cultural Services Department.

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/20/26 10:41 am

County of Galveston

Department of Parks & Cultural Services

4102 Main Street (FM 519) · La Marque, Texas 77568

Phone: (409) 934-8100 · Fax: (409) 621-7986

Loving the Mama Postpartum Services & Black Chamber Foundation Brazoria County
2026 Fee Reduction Request
Saturday, August 15, 2026
for use of the Indoor Banquet Hall and the North and South Grounds at Walter Hall Park

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

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

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

5.1.3 Options and requirements for Fee Reduction:

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

Non-refundable user fees Amount:
Hourly rate $85.00/hour = 7.50 hours x $85.00 = $637.50
South Grounds (100-300 people) = $145.00
PA System = $50.00
Electrical Outlet = $10.00
Total fee for rental = $842.50
Fee Reduction Amount (80%) = -$674.00
Grand Total of User Fee Payment should reduction be approved: $168.50

*Please see attached request. The event date for 2026 fee reduction will be based on the information provided to the Parks Department on the special event application and current special event fees/deposits at the time the application is received.
** $400.00 refundable security deposit and $75.00 Public Event deposit not included in fee reduction.

281-468-0145
Bcblackchamber@gmail.com
211 W Sealy St. Suite 9 Alvin, TX 77511

To the Honorable Commissioners Court,

On behalf of the Black Chamber Foundation of Brazoria County, we are pleased to offer our support for the inaugural Fed with Love 5K + Lactation Resource Fair, scheduled to take place in August 2026 in recognition of World Breastfeeding Month.

The Black Chamber Foundation of Brazoria County is partnering with Loving the Mama Postpartum Services as a nonprofit sponsor for this community-centered initiative because we recognize the importance of equitable access to maternal health education, postpartum support, and family wellness resources within our region.

Fed with Love is a family-focused event designed to raise awareness surrounding breastfeeding disparities and maternal health outcomes, particularly within underserved and Black communities, while actively connecting families to lactation education, postpartum resources, healthcare professionals, and community organizations. In addition to promoting health and wellness through a family-friendly 5K run/walk, the event will serve as a resource hub dedicated to supporting parents and caregivers during the postpartum journey.

A significant component of this initiative is its direct community impact. Proceeds generated through the event will help fund free and reduced-cost lactation and postpartum support services for families who may otherwise face barriers to care. These efforts align closely with our Foundation's commitment to strengthening communities through education, advocacy, outreach, and access to meaningful resources.

As a nonprofit sponsor, we believe Fed with Love will provide substantial public benefit by:
- Promoting maternal and infant wellness
- Encouraging healthy community engagement and physical activity
- Increasing awareness of breastfeeding and postpartum health disparities
- Connecting families to essential support services and local organizations
- Fostering collaboration among community partners invested in family well-being

Given the event's community impact and nonprofit-supported mission, we respectfully request consideration for a reduction in park usage fees for the event space. Reducing these costs would allow additional funds to remain directed toward community programming, family support initiatives, and accessible postpartum care services.

We appreciate your consideration and your continued support of initiatives that strengthen the health and well-being of families throughout our community. Should additional information be needed, we would be happy to provide further details.

Respectfully,

Brianna Nichelle

Brianna Nichelle
President & Co-Founder
Black Chamber Foundation of Brazoria County
281-468-0145
Brianna.bcblackchamber@gmail.com

Cc:
Cecily Solomon
Founder & Event Director
Loving the Mama Postpartum Services

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

Creation Date: Mon Mar 9, 2026

PAYEE: **Cecily Solomon**
Loving the Mama Postpartum Services
4726 Alluvial Circle
Alvin, Texas, United States
77511

Invoice #: 11870
Total Amount Due: $1,317.50
Amount Paid: $475.00
Balance Due: **$842.50**

Client #: 7764
Event: Fed with Love 5K and Community Resource Fair
Email: fedwithlovetx@gmail.com
Special Event: Yes
Phone 1: (281) 968-8023
Status: Firm

Please make checks payable to Galveston County Parks Department.

Facility Times

Facility Name / Description	Date	Time	Price
Walter Hall Park - Facilities - Indoor Banquet Hall (downstairs) Individual/Tax Exempt - $85.00 Per Hour	Sat Aug 15, 2026	06:30AM - 02:00PM	$637.50
		Facility Subtotal:	$637.50
Walter Hall Park - Facilities - South Grounds 101-300 persons - $145.00 Daily Rate	Sat Aug 15, 2026	06:30AM - 02:00PM	$145.00
		Facility Subtotal:	$145.00
Walter Hall Park - Facilities - North Grounds No Charge - $0.00	Sat Aug 15, 2026	06:30AM - 02:00PM	$0.00
		Facility Subtotal:	$0.00
		Total:	$782.50

Services

Service Name / Description	Qty	Date	Time	Price
Deposits - All - Indoor Facility - Large Deposit - $400.00 Daily Rate (All Units) Walter Hall Park - Facilities - Indoor Banquet Hall (downstairs)	1	Sat Aug 15, 2026	06:30AM - 02:00PM	$400.00
			Service Subtotal:	$400.00
Deposits - All - Public/Special Event/Company Picnic 101-300 Attendees - $75.00 Flat Rate (Per Unit) Stand Alone Service	1	Sat Aug 15, 2026	06:30AM - 02:00PM	$75.00
			Service Subtotal:	$75.00
Fees - All - Electrical Outlet User Fee - $10.00 Flat Rate (All Units) Walter Hall Park - Facilities - South Grounds	1	Sat Aug 15, 2026	06:30AM - 02:00PM	$10.00
			Service Subtotal:	$10.00
Fees - All - Portable PA System User Fee - $50.00 Daily Rate (Per Unit) Walter Hall Park - Facilities - Indoor Banquet Hall (downstairs)	1	Sat Aug 15, 2026	06:30AM - 02:00PM	$50.00
			Service Subtotal:	$50.00
Security - All - Open to Public Paid in cash - $0.00 Flat Rate (Per Unit) Stand Alone Service	1	Sat Aug 15, 2026	06:30AM - 02:00PM	$0.00
			Service Subtotal:	$0.00
			Total:	$535.00

Transactions

135553 **Date:** May 13, 2026 - 02:20PM **Type:** Payment (# 10607) **Method:** Visa **Amount:** -$475.00

Reason: Cecily Solomon # 11870

Comments

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

Subtotal:	$1,317.50
Total:	$1,317.50
Amount Paid:	$475.00
Balance Due:	$842.50

Powered by Univerus Rec

Date Viewed: Fri May 15, 2026 @ 09:55AM (CDT)

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

PUBLIC EVENT/SPECIAL EVENT PERMIT APPLICATION

FIRST TIME EVENTS: It is recommended to schedule a meeting with the Rental Supervisor to discuss the application in detail for first time applicants. Please call (409) 934-8102 to make arrangements.

Set-Up Date: 15 August Start time: 6:30am End Time: 8:00am

Event Date(s): 15 August Start time: _____ End Time: _____

*Event Date(s): 15 August Start time: 8:00 am End Time: 1:00 pm
(Two-day event) / add additional line for 3+ day event

Break-down Date: 15 August Start time: 1:00 pm End Time: 2:00 pm
Reservations can be made 24 months in advance for any public event, special event or company picnic.

Park Requested: Walter Hall Park

*Facility/Facilities Requested: Walter Hall Pavilion and outdoor park

*including but not limited to: pavilions, gazebos, sports fields, cabanas, bunkers, restrooms, etc.

Type of event:

_____ Fair/Festival	_____ Parade	_____ Event exceeds facility capacity
_____ Circus/Carnival	_____ Company Picnic	
_____ Wedding	_X_ Race/Fun Run	_____ Amusement request
_____ Concert	_____ Demonstration/Rally	
_X_ Other: resource fair		

*Estimated # attending event: 200 (include vendors, staff, volunteers and participants)

Descriptive summary of the event (attach additional sheets if necessary): _____

Event Name: Fed with Love 5k and Community Resource Fair

Name of Applicant: Cecily Solomon (Photo ID req. / age 21+)

Company Name (if applicable): Loving the Mama Postpartum Services

Individual/Tax-Exempt For-Profit or Commercial: Black Chamber Foundation
(attach proof of current tax-exempt/non-profit status, including IRS form 990)

Mailing address: 4726 Alluvial Circle

City: Alvin State: TX Zip: 77511

Email address: fedwithlovetx@gmail.com

Cell Phone (281) 968-8023 Other Phone (901) 827-2928

Event Day Contact Name: Cecily Solomon Phone ( ) _____

Certain indoor facilities have additional amenities for rent. Please see page 7 and use the checklist below if you would like to rent:

_X_ PA System (Add $50.00)

_____ *Set-Up & Break Down of Tables/Chairs
(Add $250 for large facilities or $125 for small facilities)
*Lay-out required

_____ Podium (Add $10.00)

Galveston County Parks & Cultural Services
4102 Main Street (FM 519), La Marque, TX 77568
Office Hours: Monday-Friday; 8am-5pm
Email: Program-info@co.galveston.tx.us

PUBLIC EVENT/SPECIAL EVENT PERMIT APPLICATION
PAGE 2

Is the event being sponsored, co-sponsored or supported by another organization or group? If yes, attach a list of supporting organization(s) and describe their role. __X__ YES _____ NO

Will gate, admission or registration fees be charged? __X__ YES _____ NO
If yes, attach a list of proposed fees and their purpose and also see section 5.1.4 of Facility Permitting Policy.

How will the event be promoted? _____ TV Ads __X__ Newspaper Ads _____ Radio __X__ Flyers/posters _____ Billboards __X__ Internet __X__ Facebook Other: _____

Event website: www.lovingthemama.com/fedwithlove

REQUIRED ATTACHMENTS - Use the blank space as a check list before submitting your application to the Rental Supervisor.

_____ **Event Location Layout** - Please list the proposed event location and attach a map of the proposed logistical layout for your event.

_____ **Event Parking -** What parking arrangements have been made for your event? If you are using alternate parking lots, an approval letter from the property owner must accompany this application.

Event Set-Up Parking Area: Any existing parking area

Event Participant Parking Area (vendors, staff, volunteers, media): Near the pavilion

Event Attendees: Existing parking areas

Grass Parking - If you are requesting to utilize a grass parking area, what will you do in the event of inclement weather?

N/A

_____ **Event Size:** 150 # of Participants 30 # of Staff/Volunteers
20 # of Spectators 200 **Total Number of Attendees**

_____ **Event History:** Is this a first time event? __X__ YES _____ NO
Is this an Annual Event? __X__ YES _____ NO
How many years in existence? 0 YEARS
Previous Name(s) of Event: _____
If your previous year's application is on file, are there any changes from the previous year? List: _____

REQUIRED ATTACHMENTS - Continued

_____ **Activities and Entertainment** - Please attach a list of scheduled activities and entertainment with times (i.e. bands, contests, arts & crafts show, cook-off, performers, etc.).

5K/fun run, resource fair, indoor play area for children

_____ **Structures** - Please check all structural elements that apply.

_____ Tent(s) __X__ Booth(s) __X__ Table(s) __X__ Chair(s) _____ Stage(s)

_____ Fencing _____ Light Tower(s) _____ Generator(s) _____ RV(s)

_____ Other(s), please list:_____

_____ **Utilities**

Will you need electricity? __X__YES _____NO (see page 9, item #13)

Electricity for: DJ and speakers

Will you need access to water? _____YES __X__NO

Water for:_____

_____ ***Portable Toilets:** Indicate the number of portable toilets you will have at your event. The closure of free-standing park restrooms may be required depending on the # of participants expected. Minimum of (1) per one hundred (100) participants is required.

__0__ # of Regular __0__ # of ADA

When will they been delivered?_____
*For multi-day events, servicing of port-a-lets is required!

_____ ***Event Clean-Up/Trash:**

Who is responsible for the event clean-up? Cecily Solomon

Contact Phone Number: 281-968-8023

Will your event have a dumpster? _____ YES __X__ NO

What size? _____ When will it be delivered?_____

Recycling: Do you have a plan for recycling for the event? If so, please describe:

N/A

*Galveston County Parks & Cultural Services may be able to donate a limited number of trash can liners and extra toilet paper to the event, depending on available supplies.

REQUIRED ATTACHMENTS - Continued

_____ **Food/Beverages:** Please indicate all food/beverage elements that apply:

_____ Sale of food/beverages X Distribution of food/beverages

A Health Permit is required for each vendor selling or distributing food/beverages.

_____ Sale of Alcoholic beverages _____ Distribution of Alcoholic beverages

You must obtain a TABC Permit for the sale/distribution of alcoholic beverages and will need permission from the Galveston County Parks & Senior Services Division to obtain your permit, if required.

Please state your plan(s) to keep others from bringing alcoholic beverages into your event and to keep patrons from taking alcoholic beverages out of the event.

_____

_____

_____ **First Aid Plan:** Will you have a first aid station on-site? X YES _____ NO

What are your plans for a minor/major emergency? Minor: first aid station, hydration station, and CPR/AED person. Major: 911 contacted with a designated person to direct emergency personnel to the emergency

Does your event layout provide for emergency vehicle access? X YES _____ NO

_____ **Insurance Requirements:** Public liability and property damage insurance is required for all athletic user groups, amusement vendors (i.e. moonwalks), special event organizers Producing events that are open to the public , and for-profit commercial vendors, otherwise known as "vendor" in the amounts set forth below. Insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of the acts or omissions of the vendor.

Vendor shall at its own expense be required to carry the following minimum insurance coverage:

- For damages arising out of bodily injury to or death of one person in any one occurrence – one hundred thousand and no/100 dollars ($100,000.00);
- For damages arising out of bodily injury to or death of two or more persons in any one occurrence – three hundred thousand and no/100 dollars ($300,000.00);
- For injury to or destruction of property in any one occurrence – one hundred thousand and no/100 dollars ($100,000.00);
- Alcohol - If alcoholic beverages are sold, served, or allowed to be consumed during the event, the insurance certificate must state specifically that it also covers any losses resulting from the consumption of alcohol at the event.

INSURANCE - Continued

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

Additional Insured Required:
The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies).

General requirements:

- Insurance is to be placed with insurers having a Best rating of no less than A.
- The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses.
- The insurance certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf.
- Proof of insurance must be provided at least five (5) business days before the start of the event, athletic season, or first permitted date, or the permit/event will be cancelled.
- The County reserves the right to pursue other remedies permitted by law or in equity.
- In no event shall the County be liable for any damage to or destruction of any property belonging to the event organizer/vendor unless specified in writing and agreed upon by both parties.

_____ **Security:**
The applicant is responsible for adequate security for the permitted event, including crowd control, emergency response access and safeguarding the applicant and park property.

Galveston County Parks & Senior Services requires that: Uniformed "Texas Commission Law Enforcement Officers Standards and Education" (TCLEOSE certified Peace Officers, with the exception of reserve Peace Officers, employed by Law Enforcement agencies located within Galveston County are required for any Public, Special Event, or Company Picnic at which alcohol is present, or any Public, Special, Private Event or Company Picnic with an estimated attendance of 100 or more (including vendors, staff, volunteers, etc.), or events where an admission fee is charged or has live music, bands, or a deejay. Such Peace Officers must also be present at any Event in which, in the opinion of the Director, the anticipated attendance or the planned activity may affect public health or safety. Requirements are listed below. The minimum number of Peace Officers required is two for the first 100 people in attendance; of the two, one of the required Peace Officers must be a TCLECOSE Certified Galveston County Sheriff's Deputy or a Galveston County Constable. If an Event exceeds the attendance as defined below, one additional Officer for each additional 100 people in attendance is required. The Park Patrol Security Supervisor may require additional peace officers, if in their opinion, it appears such additional officers are warranted and can do so at a Minimum of up to 24 hours in advance of the Event. Security is paid when the event begins (not during set-up) until the last event attendee leaves the facility. If officers arrive and the event has already begun, payment for each officer will be due according to the hours of the permit (retroactive).

Galveston County Parks & Cultural Services
4102 Main Street (FM 519), La Marque, TX 77568
Office Phone: 409-934-8101 Fax: 409-621-7986
PUBLIC EVENT/SPECIAL EVENT PERMIT APPLICATION

24. Cleaning and Trash For Outdoor Facility Rentals, the Permittee must pick up trash and litter during and after all Events. Events where in excess of 100 persons are in attendance will be required to remove bags of trash from the Site the same day of the event. In the event that trash is not removed, the permittee may be responsible for other costs incurred by the Department for the removal of trash and litter from the Site.

25. The Applicant must provide for the Event, at no additional charge to the public, an adequate number of portable toilets (one per 100 attendees), including a proper ratio of such toilets that meet the Americans with Disabilities Act specifications (ADA).

26. The Permittee may use for the Event any electrical outlets that currently exist at the Site at a cost of $10.00 per outlet. It is the Permittee's responsibility to contact the Department at least 72 hours before the Event to ensure that the electrical power is turned on. If the Event takes place at a Site where no electrical outlets are currently in place or if the Permittee has additional electrical requirements, it will be the Permittee's responsibility to safely provide for the Event's additional needs.

27. Any misrepresentation of the signed special event application or failure to meet the requirements set forth herein will result in retention of the deposit fee.

Cecily Solomon
Applicant's Name

Applicant's Signature

12 May 2026
Date

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

Date:
02/12/2026
Employer ID number:
41-3782183
Person to contact:
Name: L. VanAlfen
ID number: 2356049
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
509(a)(2)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
January 22, 2026
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053427004106

THE BLACK CHAMBER FOUNDATION
OF BRAZORIA COUNTY
211 W SEALY ST STE 7
ALVIN, TX 77511

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*17.

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

Contract Approval Request Form

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

1) **Date of Request:** 5/8/2026
2) **Contract Type:** Revenue
3) **Renewal Contract:** No
4) **Department Name: Information Technology**
5) **Department Contact: Misty Witmer**
6) **Description: Consideration of approval of Interlocal Cooperative Agreement for Galveston County Public Safety Consortium On-Premise and Cloud-Based Motorola PremierOne CAD/RMS System with Tiki Island submitted by Information Technology**

7) **PEID No: N/A**
8) **Req No: N/A**
9) **Orgkey: 1101**
10) **Object Code: N/A**
11) **Vendor: Tiki Island**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: Revenue**
14) **Fund #: 1101**
15) **Current Year Budgeted:**
16) **Current Year Projected: $6,910.20**
17) **Year 2: $3,729.00**
18) **Year 3: $3,729.00**
19) **Year 4: $3,729.00**
20) **Year 5: $3,729.00**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** Click or tap to enter a date.
23) **Auto Renewal Contract:** Choose an item.
24) **Bid No:**
25) **Contract End Date:** Click or tap to enter a date.
26) **Contract # Issued by Purchasing Department:**

NOTES: Revenue Agreement

Approval History

Seq #	Approver	Action	Action Date
1	Lauren Michaels	Approve	5/8/26 2:34 pm
2	Misty Witmer	Approve	5/11/26 8:31 am
3	Melissa Fleming	Approve	5/12/26 4:28 pm
4	Francisco Rodriguez	Approve	5/12/26 4:50 pm
5	Rodolfo Gomez	Approve	5/13/26 8:58 am
6	Diana Huallpa	Disapprove	5/13/26 10:10 am
Notes:	CAR Form is incomplete. Please add full Org Key and spend category.		
7	Lauren Michaels	Approve	5/13/26 3:10 pm
Notes:	This is a revenue agreement		
8	Misty Witmer	Approve	5/13/26 3:48 pm
9	Melissa Fleming	Approve	5/13/26 4:46 pm
10	Francisco Rodriguez	Approve	5/14/26 5:12 pm
11	Rodolfo Gomez	Escalated	5/18/26 5:18 pm
12	Christian Monterrubio	Approve	5/19/26 10:54 am
13	Diana Huallpa	Approve	5/20/26 5:20 pm
14	Sergio Cruz	Approve	5/21/26 10:33 am
15	Veronica Van Horn	Approve	5/28/26 4:19 pm

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 Village of Tiki Island, Texas ("Hostee Agency"), each being a "local government" as defined in Chapter 791. This Agreement has been duly authorized by the governing bodies of each Party in accordance with Texas Government Code §791.011(d)(1). Nothing in this Agreement shall be construed to create a joint enterprise, joint venture, or joint and several liability between the Parties.

ARTICLE II – PURPOSE

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

ARTICLE III – TERM

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

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

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

ARTICLE IV – GOVERNANCE

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

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

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

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

ARTICLE V – HOST AGENCY RESPONSIBILITIES

The Host Agency shall:

1. Provide hosting, system administration, and infrastructure support for the PremierOne CAD/RMS system, whether on-premise, cloud-based, or hybrid, as applicable.

2. Maintain the on-premise servers, storage, networking, and security architecture supporting the system, and coordinate with Motorola Solutions, Inc. for any cloud-based system components.

3. Provide and manage a virtual private network (VPN) service for Hostee Agencies, unless the Hostee Agency has entered into a domain trust agreement with Galveston County.

a. Agencies entering into a domain trust agreement must meet all Galveston County security protocols and provide their own VPN solution for their devices.

4. Coordinate upgrades, patches, and vendor support with Motorola Solutions, Inc., covering both on-premise and cloud-based modules.

5. Maintain and monitor all system interface connections between the PremierOne CAD/RMS system and other authorized applications, databases, or systems used by the Consortium.

6. The Host Agency shall maintain all required CJIS documentation related to hosting, system administration, vendors, and contracted support entities. The Host Agency shall ensure that any vendors with access to Criminal Justice Information (CJI) meet all CJIS and TLETS requirements, including maintaining current CJIS Security Addenda.

7. The Host Agency shall ensure interface stability, coordinate with third-party vendors as needed, and notify Hostee Agencies of outages or required updates.

8. Motorola costs associated with agency-specific interface development or maintenance will be billed by Galveston County to the requesting agency in accordance with Article VIII (Costs and Payment).

9. Provide cost estimates for labor-intensive customization requests submitted under Article X, including those requiring coordination with Motorola. Galveston County may recover reasonable staff time associated with vendor coordination, interface troubleshooting, or agency-specific support.

10. Use commercially reasonable efforts to maintain system availability but does not guarantee uninterrupted service. Galveston County shall not be liable for service interruptions or performance issues caused by Motorola Solutions, Inc. or any third-party provider.

11. Maintain system audit logs in accordance with CJIS Security Policy and make them available for inspection as required.

ARTICLE VI – HOSTEE AGENCY RESPONSIBILITIES

The Hostee Agency shall:

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

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

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

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

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

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

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

- Enrolled in and managed through a Mobile Device Management (MDM) application (either the Hostee Agency's MDM or Galveston County's MDM, subject to approval), and

- Configured to route system traffic exclusively through the required VPN connection or, if under a domain trust agreement, through encryption and VPN solutions meeting CJIS Security Policy requirements.

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

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

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

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

2. Agency Data may be accessed by other authorized consortium participants solely for legitimate public safety purposes, including dispatching, incident response, investigations, and reporting.

3. All data sharing must conform to the CJIS Security Policy, TCIC/TLETS regulations, and other applicable state and federal laws.

4. No Party shall disseminate another Party's Agency Data outside the system except:

    a. As required by law;

    b. Pursuant to court order; or

    c. With prior written consent of the owning Party.

    d. Each Party is solely responsible for responding to Public Information Act requests for its own Agency Data.

5. Both Galveston County and Hostee Agencies shall comply with the Texas Local Government Code, Chapter 203, the CJIS Security Policy, TLETS/TCIC and any applicable court orders of expunction.

6. Any Hostee Agency requesting record removal or deletion must submit a written request with supporting documentation, i.e., certified court orders to Galveston County, which will be reviewed by Galveston County Legal as necessary.

7. Upon termination of this Agreement, the Hostee Agency shall retain rights to its Agency Data. For one year after termination, Galveston County shall provide, upon written request, a copy of such data in a mutually agreed format and, upon written request, shall disable access by other consortium members.

8. Data extraction and conversion requests may be subject to reasonable cost recovery for staff time, media, and formatting.

ARTICLE VIII – SECURITY AND AUDIT REQUIREMENTS

1. All Parties must adhere to CJIS Security Policy controls regarding logical access, physical access, personnel, and encryption.

2. Hostee Agency facilities where CAD/RMS terminals or servers are housed must comply with CJIS physical security requirements.

3. All Hostee Agency personnel with access to criminal justice information must maintain current CJIS and TLETS certifications and cooperate with all audits conducted by Galveston County, DPS or FBI; failure to cooperate with audits constitutes a material breach of this agreement.

4. Failure to remedy audit findings within timelines set by DPS, FBI, or Galveston County shall constitute a material breach of this Agreement. Hostee Agency to remediate findings at its own cost.

5. County reserves the right to suspend access immediately for critical security violations.

6. Each Party shall promptly provide documentation necessary to support CJIS, TLETS, DPS, or FBI audits upon request from Galveston County or an authorized auditing authority.

ARTICLE IX – COSTS AND PAYMENT

1. **Cost Allocation.** Hostee Agency shall pay its share of the costs associated with the PremierOne CAD/RMS system based on the number of devices on which the CAD and RMS applications are installed for that agency's use, any Motorola or Galveston County integration connection costs, plus a ten percent (10%) administrative fee to cover consortium governance, overhead, and administrative costs incurred by Galveston County.

    a. Motorola costs associated with agency-specific application integrations shall also be billed by Galveston County to the requesting agency.

    b. The Hostee Agency shall be responsible for paying any fees or costs charged by application vendors for such integrations.

2. **Annual Contribution Schedule.** Galveston County shall prepare and distribute to all consortium members, no later than March 1 of each year, an annual cost schedule ("Exhibit A") showing each Hostee Agency's allocation for the upcoming fiscal year.

    a. Galveston County shall maintain a detailed accounting of consortium costs and make such records available to Hostee Agencies upon reasonable request.

3. **Payment Terms.** Hostee Agency shall remit its full annual cost allocation to Galveston County in a single payment, due in the first quarter of the fiscal year (beginning October 1), unless otherwise agreed in writing.

4. **Pro-Rata Adjustments.** If Hostee Agency adds additional devices during the fiscal year, Galveston County shall calculate a pro-rated cost for the remaining quarters of the year. Such pro-rated costs shall be invoiced quarterly and due within thirty (30) days of invoice. The ten percent (10%) administrative fee shall apply to both the annual allocation and any pro-rated additions.

5. **Non-Payment.** Failure to pay the allocated costs within the time required shall constitute a material breach of this Agreement and may result in suspension or termination of Hostee Agency's access to the CAD/RMS system pursuant to Article XI (Termination). In addition, Galveston County will have explicit authority to **suspend access immediately** if non-payment creates a CJIS or operational risk.

ARTICLE X – OPERATING RULES AND CUSTOMIZATION

1. All Hostee Agencies agree to follow consortium-wide protocols established by Galveston County to maintain system integrity and security.

2. Local customization may occur provided it does not impair system functionality or security.

3. Requests for CAD or RMS customization submitted within six (6) months of implementation and to be made by Galveston County personnel will be reviewed, and if approved, will be provided at no cost.

    a. Any costs by Motorola or vendors associated with application integration will be the sole responsibility of the requesting agency.

4. After six (6) months, requests will be reviewed for complexity and resource requirements, and Galveston County may provide a written cost estimate for labor-intensive changes.
5. Customizations must not degrade system performance, and Galveston County may reject requests for any reason.

ARTICLE XI – TERMINATION

1. Either Party may voluntarily withdraw with ninety (90) days' advance written notice. The withdrawing agency shall have one (1) year from the withdrawal date to copy, but not delete, its Agency Data.

2. Either Party may terminate immediately for material breach, including non-compliance with CJIS or TCIC/TLETS requirements.

3. Galveston County may expel a Hostee Agency upon ninety (90) days' written notice for repeated or unremedied material breaches, including non-payment or security violations.

4. Galveston County will immediately terminate a Hostee Agency for severe security breaches.

5. Upon termination, Hostee Agency's access shall be disabled, and Agency Data returned as described in Article VII.

6. Following termination, Galveston County shall retain Agency Data backups for a minimum of one (1) year for legal and audit purposes, after which such backups may be securely destroyed in accordance with CJIS Security Policy and Texas records retention statutes.

ARTICLE XII – DISPUTE RESOLUTION

1. Disputes not resolved at the staff level shall be submitted to the Galveston County Department of Enterprise Services PremierOne Program Manager.

2. If unresolved, disputes shall be escalated to the Chief Information Officer of Galveston County.

3. If still unresolved, the dispute shall be submitted to non-binding mediation in Galveston County, Texas, before either Party may pursue judicial remedies. Mediation costs will be shared equally.

4. The Parties agree that mediation is a condition precedent to filing any legal action relating to this Agreement.

ARTICLE XIII – GENERAL PROVISIONS

1. Non-Assignment. No Party may assign this Agreement without prior written consent.

2. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

3. Sovereign Immunity. Nothing herein waives any Party's sovereign or governmental immunity.

4. Force Majeure. Neither Party shall be liable for delays or failures in performance caused by acts of God, natural disasters, cyber incidents, labor disputes, or other events beyond their reasonable control.

5. Entire Agreement. This document constitutes the full agreement.

6. Amendments and Addenda. Any modifications to this Agreement, including adjustments to cost allocations, shall be set forth in a written addendum approved and executed by Galveston County and the Hostee Agency. Such addenda shall be deemed incorporated into this Agreement upon full execution.

7. Venue and Governing Law. This Agreement shall be governed by and construed under the laws of the State of Texas, with venue proper in Galveston County, Texas.

8. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be deemed modified to the minimum extent necessary to make it enforceable while preserving, to the fullest extent possible, the original intent of the Parties.

9. Survival. The Parties agree that the following obligations shall survive termination or expiration of this Agreement for any reason:

    - all duties relating to the handling, protection, retention, return, and destruction of Agency Data;
    - all confidentiality, cybersecurity, and CJIS/TLETS compliance obligations;
    - all audit-related duties, including cooperation with DPS, FBI, or Galveston County audits initiated prior to or arising from events occurring during the term of this Agreement;

NOTICE

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

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

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

For Galveston County: Galveston County Judge 722 Moody Avenue (21st Street) Galveston, Texas 77550 Email: margo.ihde@galvestoncountytx.gov

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

For Hostee Agency: Adren Sustaita, Chief of Police; 747 Tiki Drive, Tiki Island, Tx 77554; asustaita@tikipolice.com

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

ARTICLE XIV – DATA SHARING AGREEMENT WITH MOTOROLA

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

Each Hostee Agency shall provide Galveston County with documentation of its executed agreement within thirty (30) days of execution. This agreement shall govern Motorola's role as a service provider with access to criminal justice information and ensure compliance with CJIS requirements.
Failure by a Hostee Agency to maintain an active CJIS Security Addendum or data sharing agreement with Motorola shall constitute a material breach of this Agreement and may result in suspension or termination pursuant to Article XI.

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

GALVESTON COUNTY, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

VILLAGE OF TIKI ISLAND, TEXAS

By: Adren Sustaita

Name: Adren Sustaita

Title: Chief of Police

Date: **05/06/2026**

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 Village of Tiki Island, 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	6	$382.00	$2,292.00
Mobile CAD	6	$665.00	$3,990.00
Administrative Fee	10%		$628.20
Total			**$6,910.20**

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	6	$155.00	$930.00
Mobile CAD	6	$410.00	$2,460.00
Administrative Fee	10%		$339.00
Total			**$3,729.00**

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
*18.

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

Contract Approval Request Form

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

1) **Date of Request:** 5/12/2026
2) **Contract Type:** Revenue
3) **Renewal Contract:** No
4) **Department Name: 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 Port of Galveston submitted by Information Technology**

7) **PEID No: N/A**
8) **Req No: N/A**
9) **Orgkey: 1101**
10) **Object Code: N/A**
11) **Vendor: Port of Galveston**
12) **Vendor Contract No: N/A**

Expenditure Budget/Revenue Projections

13) **Fund Name: Revenue**
14) **Fund #: 1101**
15) **Current Year Budgeted:**
16) **Current Year Projected: $77,708.40**
17) **Year 2: $29,601.00**
18) **Year 3: $29,601.00**
19) **Year 4: $29,601.00**
20) **Year 5: $29,601.00**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** Click or tap to enter a date.
23) **Auto Renewal Contract:** Choose an item.
24) **Bid No:**
25) **Contract End Date:** Click or tap to enter a date.

26) Contract # Issued by Purchasing Department:

NOTES: Revenue Agreement

Approval History

Seq #	Approver	Action	Action Date
1	Lauren Michaels	Approve	5/12/26 1:08 pm
2	Misty Witmer	Approve	5/13/26 8:45 am
3	Melissa Fleming	Approve	5/13/26 9:07 am
4	Francisco Rodriguez	Approve	5/13/26 9:09 am
5	Rodolfo Gomez	Approve	5/14/26 8:19 am
6	Diana Huallpa	Delegated	5/15/26 8:26 am
7	Christian Monterrubio	Approve	5/15/26 8:48 am
8	Sergio Cruz	Approve	5/15/26 10:54 am
9	Veronica Van Horn	Approve	5/28/26 4:14 pm

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 Port of Galveston, Texas ("Hostee Agency"), each being a "local government" as defined in Chapter 791. This Agreement has been duly authorized by the governing bodies of each Party in accordance with Texas Government Code §791.011(d)(1). Nothing in this Agreement shall be construed to create a joint enterprise, joint venture, or joint and several liability between the Parties.

ARTICLE II – PURPOSE

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

ARTICLE III – TERM

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

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

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

ARTICLE IV – GOVERNANCE

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

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

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

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

ARTICLE V – HOST AGENCY RESPONSIBILITIES

The Host Agency shall:

1. Provide hosting, system administration, and infrastructure support for the PremierOne CAD/RMS system, whether on-premise, cloud-based, or hybrid, as applicable.

2. Maintain the on-premise servers, storage, networking, and security architecture supporting the system, and coordinate with Motorola Solutions, Inc. for any cloud-based system components.

3. Provide and manage a virtual private network (VPN) service for Hostee Agencies, unless the Hostee Agency has entered into a domain trust agreement with Galveston County.

a. Agencies entering into a domain trust agreement must meet all Galveston County security protocols and provide their own VPN solution for their devices.

4. Coordinate upgrades, patches, and vendor support with Motorola Solutions, Inc., covering both on-premise and cloud-based modules.

5. Maintain and monitor all system interface connections between the PremierOne CAD/RMS system and other authorized applications, databases, or systems used by the Consortium.

6. The Host Agency shall maintain all required CJIS documentation related to hosting, system administration, vendors, and contracted support entities. The Host Agency shall ensure that any vendors with access to Criminal Justice Information (CJI) meet all CJIS and TLETS requirements, including maintaining current CJIS Security Addenda.

7. The Host Agency shall ensure interface stability, coordinate with third-party vendors as needed, and notify Hostee Agencies of outages or required updates.

8. Motorola costs associated with agency-specific interface development or maintenance will be billed by Galveston County to the requesting agency in accordance with Article VIII (Costs and Payment).

9. Provide cost estimates for labor-intensive customization requests submitted under Article X, including those requiring coordination with Motorola. Galveston County may recover reasonable staff time associated with vendor coordination, interface troubleshooting, or agency-specific support.

10. Use commercially reasonable efforts to maintain system availability but does not guarantee uninterrupted service. Galveston County shall not be liable for service interruptions or performance issues caused by Motorola Solutions, Inc. or any third-party provider.

11. Maintain system audit logs in accordance with CJIS Security Policy and make them available for inspection as required.

ARTICLE VI – HOSTEE AGENCY RESPONSIBILITIES

The Hostee Agency shall:

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

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

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

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

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

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

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

- Enrolled in and managed through a Mobile Device Management (MDM) application (either the Hostee Agency's MDM or Galveston County's MDM, subject to approval), and

- Configured to route system traffic exclusively through the required VPN connection or, if under a domain trust agreement, through encryption and VPN solutions meeting CJIS Security Policy requirements.

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

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

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

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

2. Agency Data may be accessed by other authorized consortium participants solely for legitimate public safety purposes, including dispatching, incident response, investigations, and reporting.

3. All data sharing must conform to the CJIS Security Policy, TCIC/TLETS regulations, and other applicable state and federal laws.

4. No Party shall disseminate another Party's Agency Data outside the system except:

    a. As required by law;

    b. Pursuant to court order; or

    c. With prior written consent of the owning Party.

    d. Each Party is solely responsible for responding to Public Information Act requests for its own Agency Data.

5. Both Galveston County and Hostee Agencies shall comply with the Texas Local Government Code, Chapter 203, the CJIS Security Policy, TLETS/TCIC and any applicable court orders of expunction.

6. Any Hostee Agency requesting record removal or deletion must submit a written request with supporting documentation, i.e., certified court orders to Galveston County, which will be reviewed by Galveston County Legal as necessary.

7. Upon termination of this Agreement, the Hostee Agency shall retain rights to its Agency Data. For one year after termination, Galveston County shall provide, upon written request, a copy of such data in a mutually agreed format and, upon written request, shall disable access by other consortium members.

8. Data extraction and conversion requests may be subject to reasonable cost recovery for staff time, media, and formatting.

ARTICLE VIII – SECURITY AND AUDIT REQUIREMENTS

1. All Parties must adhere to CJIS Security Policy controls regarding logical access, physical access, personnel, and encryption.

2. Hostee Agency facilities where CAD/RMS terminals or servers are housed must comply with CJIS physical security requirements.

3. All Hostee Agency personnel with access to criminal justice information must maintain current CJIS and TLETS certifications and cooperate with all audits conducted by Galveston County, DPS or FBI; failure to cooperate with audits constitutes a material breach of this agreement.

4. Failure to remedy audit findings within timelines set by DPS, FBI, or Galveston County shall constitute a material breach of this Agreement. Hostee Agency to remediate findings at its own cost.

5. County reserves the right to suspend access immediately for critical security violations.

6. Each Party shall promptly provide documentation necessary to support CJIS, TLETS, DPS, or FBI audits upon request from Galveston County or an authorized auditing authority.

ARTICLE IX – COSTS AND PAYMENT

1. **Cost Allocation.** Hostee Agency shall pay its share of the costs associated with the PremierOne CAD/RMS system based on the number of devices on which the CAD and RMS applications are installed for that agency's use, any Motorola or Galveston County integration connection costs, plus a ten percent (10%) administrative fee to cover consortium governance, overhead, and administrative costs incurred by Galveston County.

    a. Motorola costs associated with agency-specific application integrations shall also be billed by Galveston County to the requesting agency.

    b. The Hostee Agency shall be responsible for paying any fees or costs charged by application vendors for such integrations.

2. **Annual Contribution Schedule.** Galveston County shall prepare and distribute to all consortium members, no later than March 1 of each year, an annual cost schedule ("Exhibit A") showing each Hostee Agency's allocation for the upcoming fiscal year.

    a. Galveston County shall maintain a detailed accounting of consortium costs and make such records available to Hostee Agencies upon reasonable request.

3. **Payment Terms.** Hostee Agency shall remit its full annual cost allocation to Galveston County in a single payment, due in the first quarter of the fiscal year (beginning October 1), unless otherwise agreed in writing.

4. **Pro-Rata Adjustments.** If Hostee Agency adds additional devices during the fiscal year, Galveston County shall calculate a pro-rated cost for the remaining quarters of the year. Such pro-rated costs shall be invoiced quarterly and due within thirty (30) days of invoice. The ten percent (10%) administrative fee shall apply to both the annual allocation and any pro-rated additions.

5. **Non-Payment.** Failure to pay the allocated costs within the time required shall constitute a material breach of this Agreement and may result in suspension or termination of Hostee Agency's access to the CAD/RMS system pursuant to Article XI (Termination). In addition, Galveston County will have explicit authority to **suspend access immediately** if non-payment creates a CJIS or operational risk.

ARTICLE X – OPERATING RULES AND CUSTOMIZATION

1. All Hostee Agencies agree to follow consortium-wide protocols established by Galveston County to maintain system integrity and security.

2. Local customization may occur provided it does not impair system functionality or security.

3. Requests for CAD or RMS customization submitted within six (6) months of implementation and to be made by Galveston County personnel will be reviewed, and if approved, will be provided at no cost.

    a. Any costs by Motorola or vendors associated with application integration will be the sole responsibility of the requesting agency.

4. After six (6) months, requests will be reviewed for complexity and resource requirements, and Galveston County may provide a written cost estimate for labor-intensive changes.
5. Customizations must not degrade system performance, and Galveston County may reject requests for any reason.

ARTICLE XI – TERMINATION

1. Either Party may voluntarily withdraw with ninety (90) days' advance written notice. The withdrawing agency shall have one (1) year from the withdrawal date to copy, but not delete, its Agency Data.

2. Either Party may terminate immediately for material breach, including non-compliance with CJIS or TCIC/TLETS requirements.

3. Galveston County may expel a Hostee Agency upon ninety (90) days' written notice for repeated or unremedied material breaches, including non-payment or security violations.

4. Galveston County will immediately terminate a Hostee Agency for severe security breaches.

5. Upon termination, Hostee Agency's access shall be disabled, and Agency Data returned as described in Article VII.

6. Following termination, Galveston County shall retain Agency Data backups for a minimum of one (1) year for legal and audit purposes, after which such backups may be securely destroyed in accordance with CJIS Security Policy and Texas records retention statutes.

ARTICLE XII – DISPUTE RESOLUTION

1. Disputes not resolved at the staff level shall be submitted to the Galveston County Department of Enterprise Services PremierOne Program Manager.

2. If unresolved, disputes shall be escalated to the Chief Information Officer of Galveston County.

3. If still unresolved, the dispute shall be submitted to non-binding mediation in Galveston County, Texas, before either Party may pursue judicial remedies. Mediation costs will be shared equally.

4. The Parties agree that mediation is a condition precedent to filing any legal action relating to this Agreement.

ARTICLE XIII – GENERAL PROVISIONS

1. Non-Assignment. No Party may assign this Agreement without prior written consent.

2. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

3. Sovereign Immunity. Nothing herein waives any Party's sovereign or governmental immunity.

4. Force Majeure. Neither Party shall be liable for delays or failures in performance caused by acts of God, natural disasters, cyber incidents, labor disputes, or other events beyond their reasonable control.

5. Entire Agreement. This document constitutes the full agreement.

6. Amendments and Addenda. Any modifications to this Agreement, including adjustments to cost allocations, shall be set forth in a written addendum approved and executed by Galveston County and the Hostee Agency. Such addenda shall be deemed incorporated into this Agreement upon full execution.

7. Venue and Governing Law. This Agreement shall be governed by and construed under the laws of the State of Texas, with venue proper in Galveston County, Texas.

8. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be deemed modified to the minimum extent necessary to make it enforceable while preserving, to the fullest extent possible, the original intent of the Parties.

9. Survival. The Parties agree that the following obligations shall survive termination or expiration of this Agreement for any reason:

   - all duties relating to the handling, protection, retention, return, and destruction of Agency Data;
   - all confidentiality, cybersecurity, and CJIS/TLETS compliance obligations;
   - all audit-related duties, including cooperation with DPS, FBI, or Galveston County audits initiated prior to or arising from events occurring during the term of this Agreement;

NOTICE

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

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

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

For Galveston County: Galveston County Judge 722 Moody Avenue (21st Street) Galveston, Texas 77550 Email: chris.martinez@galvestoncountytx.gov

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

For Hostee Agency: Rodger Rees, Port Director/CEO, 123 25st Street, Galveston, TX 77550 Email: **rrees@portofgalveston.com**

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

ARTICLE XIV – DATA SHARING AGREEMENT WITH MOTOROLA

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

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

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

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

GALVESTON COUNTY, TEXAS	**PORT OF GALVESTON, TEXAS**
By:	**By:**
Name:	**Name:** Rodger Rees
Title:	**Title:** Port Director / CEO
Date:	**Date:** 05/11/2023

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 Port of Galveston, 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
CAD Licenses	2	$14,000.00	$28,000.00
RMS Licenses	42	$382.00	$16,044.00
Mobile CAD	40	$665.00	$26,600.00
Administrative Fee	10%		$7,064.40
Total			**$77,708.40**

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
CAD Licenses	2	$2,000.00	$4,000.00
RMS Licenses	42	$155.00	$6,510.00
Mobile CAD	40	$410.00	$16,400.00
Administrative Fee	10%		$2,691.00
Total			**$29,601.00**

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
*19.

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

Consideration of a Resolution as required by the grant application, affirming that Galveston County has not and will not reduce the amount of County funds provided to the Galveston County Sheriff's Office because of grant funds provided under Senate Bill 8 (SB 8) submitted by Sheriff's Office

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	5/28/26 4:01 pm
2	Dianna Martinez	Approve	5/28/26 6:06 pm

On this, the 8th day of June 2026, the Commissioners' Court of Galveston County, Texas, convened in a regularly scheduled meeting with the following members thereof present:

Mark A. Henry, County Judge;
Darrell A. Apffel, Commissioner, Precinct No. 1;
Joe Giusti, Commissioner, Precinct No. 2;
Hank Dugie, Commissioner, Precinct No. 3;
Robin Armstrong, MD, Commissioner, Precinct No. 4; and
Dwight D. Sullivan County Clerk

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

A Resolution of the Commissioners Court of Galveston County, Texas, affirming that the County has not and will not reduce the amount of County funds provided to the Sheriff's Office because of grant funds received under Senate Bill 8

Whereas the State of Texas, through Senate Bill 8 ("SB 8"), has made grant funds available to support law enforcement operations and enhance public safety; and

Whereas the SB 8 grant application requires certification from the County Commissioners Court that the County has not reduced, and will not reduce, the amount of County funds appropriated to the Sheriff's Office because of grant funds provided under SB 8; and

Whereas the Commissioners' Court finds it necessary and appropriate to formally affirm this requirement as part of the County's grant application and compliance obligations.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners' Court of Galveston County, Texas, hereby certifies and affirms that the County has not reduced the amount of County funds provided to the Galveston County Sheriff's Office because of grant funds provided under SB 8, and that the County will not reduce the amount of County funds provided to the Galveston County Sheriff's Office because of grant funds provided under SB 8. The County intends for SB 8 grant funds to supplement, and not supplant, County funding for the Sheriff's Office.

BE IT FURTHER RESOLVED that the County Judge is authorized to execute any certifications or documents required to complete the SB 8 grant application consistent with this Resolution.

Upon Motion Duly Made and Seconded, the above was unanimously passed on this the 8th day of June 2026.

County of Galveston, Texas

By: _____
Mark A. Henry, County Judge

Attest:

_____
Dwight D. Sullivan, County Clerk

Depts\commct\resolut\SB8 Resolution 2026

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*20.

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

Consideration of approval of an order granting various residence homestead exemptions from the 2026 Tax Levy pursuant to V.T.C.A., Tax Code §11.13 and §11.131 submitted by Legal Services Manager

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	6/1/26 9:12 am
2	Dianna Martinez	Approve	6/1/26 11:23 am

On this, the 8th day of June 2026, the Commissioners' Court of Galveston County, Texas convened in a Commissioners Court meeting with the following members thereof present:

Mark Henry, County Judge
Darrell A. Apffel, Commissioner, Precinct No. 1
Joe Giusti, Commissioner, Precinct No. 2
Hank Dugie, Commissioner, Precinct No. 3
Robin Armstrong, MD, Commissioner, Precinct No. 4; and
Dwight D. Sullivan, County Clerk

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

An Order Granting Various Residence Homestead Exemptions From the 2026 Tax Levy Pursuant to V.T.C.A., Tax Code §11.13 and §11.131.

Whereas, V.T.C.A., Tax Code §11.13 and §11.131 provides for the granting of various residence homestead exemptions. Through the years, the Commissioners' Court of Galveston County has granted such exemptions; and

Whereas, the Court desires to continue to provide for such exemptions.

It is Therefore Ordered that the Commissioners' Court hereby exempts from its 2026 Tax Levy the first Sixty Thousand ($60,000.00) Dollars of the assessed value of residence homestead of persons, married or unmarried, including those living alone, who are under disability for purposes of payment of disability insurance benefits under Federal Old-Age, Survivors, and Disability Insurance or its successor, as provided in Article 8, §1-b (b), Constitution of the State of Texas.

It is Further Ordered that the Commissioners' Court hereby exempts from such ad valorem taxes the first Sixty Thousand ($60,000.00) Dollars of the assessed value of residence homestead of persons, married or unmarried, including those living alone who are sixty-five years of age or older, as provided in Article 8, §1-b(b), Constitution of the State of Texas.

It is Further Ordered that as provided in Article 8, §1-b(f) Constitution of the State of Texas and V.T.C.A., Tax Code §11.13(q), the surviving spouse of an individual who received an exemption under §1-b(b) for the residence homestead of a person sixty-five (65) years of age or older is entitled to an exemption for the same property in an amount equal to that of the exemption for which the deceased spouse qualified if the deceased spouse died in a year in which the deceased spouse qualified for the exemption, the surviving spouse was fifty-five (55) years of age or older when the deceased spouse died, and the property was the residence homestead of the surviving spouse when the deceased spouse died and remains the residence homestead of the surviving spouse. A person who receives an exemption under §1-b(b), Constitution of the State of Texas, is not entitled to an exemption under this paragraph. Also, an individual who receives an exemption

under V.T.C.A., Tax Code 11.13(d) is not entitled to an exemption under V.T.C.A., §11.13(q).

It is Further Ordered that as provided in Article 8, §1-b(b) Constitution of the State of Texas and V.T.C.A., Tax Code §11.13(h), an eligible disabled person who is sixty-five (65) years of age or older may not receive both the "disability" and the "over sixty-five" exemptions as immediately set forth above but may choose either the "disability" exemption or the "over sixty-five" exemption as his residence homestead exemption. Joint, community or successive owners may not each receive the same exemption for the same residence homestead in the same year. In addition, a person may not receive an exemption under V.T.C.A., Tax Code §11.13(h) for more than one residence homestead in the same year.

It is Further Ordered that as provided in V.T.C.A., Tax Code §11.13(l) a qualified residential structure does not lose its character as a residence homestead when the owner who qualifies for the exemption temporarily stops occupying it as a principal residence if the owner otherwise complies with the conditions set forth in this section.

It is Further Ordered that Galveston County hereby exempts the first Three Thousand ($3,000.00) Dollars of the assessed value on the residential homestead from its Farm to Market Lateral Road and Flood Tax Levy as provided in Article 8, §1-a of the Constitution of the State of Texas. As provided for in V.T.C.A., Tax Code §11.13(g), an individual may not receive the "Farm to Market" exemption in addition to the "over sixty-five" or "disability" exemption but is entitled to take only the "over sixty-five" or "disability" exemption.

It is Further Ordered that in addition to all other applicable exemptions that Galveston County hereby exempts from all its ad valorem taxes the greater of $5,000.00 or twenty percent (20%) of the assessed value of the residence homestead of a married or unmarried adult, including one living alone, as provided in Article 8, §1-b(e), Constitution of the State of Texas and V.T.C.A., Tax Code §11.13(n).

It is Further Ordered that pursuant to Tax Code §11.131 a disabled veteran who receives from the United States Department of Veterans Affairs or its successor 100 percent disability compensation due to a service-connected disability and a rating of 100 percent disabled or of individual unemployability is entitled to an exemption from taxation of the total appraised value of the veteran's residence homestead.

It is Further Ordered that the surviving spouse of a disabled veteran who qualified for an exemption under the guidelines adopted in the preceding paragraph when the disabled veteran died is entitled to an exemption from taxation of the total appraised value of the same property to which the disabled veteran's exemption applied if:

(1) the surviving spouse has not remarried since the death of the disabled veteran; and
(2) the property:
    (a) was the residence homestead of the surviving spouse when the disabled veteran died; and

(b) remains the residence homestead of the surviving spouse.

It is Further Ordered that if a surviving spouse who qualifies for an exemption under the immediately preceding paragraph subsequently qualifies a different property as the surviving spouse's residence homestead, the surviving spouse is entitled to an exemption from taxation of the subsequently qualified homestead in an amount equal to the dollar amount of the exemption from taxation of the former homestead under the immediately preceding paragraph in the last year in which the surviving spouse received an exemption under that subsection for that homestead if the surviving spouse has not remarried since the death of the disabled veteran. The surviving spouse is entitled to receive from the chief appraiser of the appraisal district in which the former residence homestead was located a written certificate providing the information necessary to determine the amount of the exemption to which the surviving spouse is entitled on the subsequently qualified homestead.

Upon Motion Duly Made and Seconded, the above foregoing Orders are hereby passed by Commissioners' Court meeting on this the 8th day of June, 2026.

County of Galveston

_____

Mark A. Henry
County Judge

Attest:

_____

Dwight D. Sullivan,
County Clerk

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*21.

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

Consideration of approval of an order authorizing the split payment of 2026 ad valorem taxes pursuant to V.T.C.A, tax code §31.03 submitted by Legal Services Manager

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	6/1/26 9:15 am
2	Dianna Martinez	Approve	6/1/26 11:30 am

On this, the 8th day of June 2026, the Commissioners' Court of Galveston County, Texas convened in a Commissioners Court meeting with the following members thereof present:

Mark Henry, County Judge
Darrell A. Apffel, Commissioner, Precinct No. 1
Joe Giusti, Commissioner, Precinct No. 2
Hank Dugie, Commissioner, Precinct No. 3
Robin Armstrong, MD, Commissioner, Precinct No. 4; and
Dwight D. Sullivan, County Clerk

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

An Order Authorizing the Split Payment of 2026 Ad-Valorem Taxes Pursuant to V.T.C.A., Tax Code §31.03.

Whereas, V.T.C.A., Tax Code §31.03 (a) provides that the governing body of a taxing unit that collects its own taxes may provide that a person who pays one-half of the unit's taxes before December 1 may pay the remaining one-half of the taxes without penalty or interest before July 1 of the following year; and

Whereas, V.T.C.A. §31.03 (b) provides that the split-payment option, if adopted, applies to taxes for all units for which the adopting unit collects taxes; and

Whereas, attached to this Order is a list of other taxing entities for which Galveston County currently collects ad-valorem taxes; and

Whereas, V.T.C.A. §31.03 (d) provides that the governing body of a taxing unit that has its taxes collected by another taxing unit that has adopted the split-payment option under §31.03 (a) may provide, in the manner required by law for official action by the body, that the split-payment option does not apply to the taxing unit's taxes collected by the other taxing unit; and

Whereas, it is the desire of the Commissioners' Court to provide for this split pay option for Galveston County and Galveston County Road and Flood.

Now, Therefore Be it Ordered that the **Commissioners' Court**, for and on behalf of Galveston County, Galveston County Road and Flood and all other taxing units for which Galveston County collects taxes hereby adopts the split pay provisions of V.T.C.A., Tax Code §31.03 (a) and (b) on the collection of 2026 Ad Valorem Taxes.

Be it Further Ordered that copies of this Order be sent to each taxing entity for which Galveston County collects taxes in order to enable them to make a determination as to whether the

split-payment option also applies to their entity.

Be it Further Requested that to help enable the **Galveston County Tax Office** to properly prepare tax statements for each entity for which Galveston County collects ad-valorem taxes that any entity that makes a determination that the split-payment option does not apply to it notify the **Hon. Cheryl E. Johnson** of such decision by no later than August 1, 2026.

Upon Motion Duly Made and Seconded, the above foregoing Orders are hereby passed by Commissioners' Court meeting of this the 8th day of June, 2026.

County of Galveston

_____

Mark A. Henry
County Judge

Attest:

_____

Dwight D. Sullivan,
County Clerk

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*22.

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

Consideration of a Resolution in support of re-examining precinct lines for Justices of the Peace, Constables, and County Commissioners submitted by Legal Services Manager

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	6/1/26 1:34 pm
2	Dianna Martinez	Approve	6/1/26 4:00 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*23.

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

Consideration of the release and settlement agreement with Alicia Monroe arising from an incident that occurred on or about May 10, 2024, in the matter of 25-CV-1967 Alicia Monroe v William T. Lambert and Galveston County Sheriff's Office, submitted by Legal Services Manager

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	5/29/26 4:21 pm
2	Dianna Martinez	Approve	5/29/26 5:29 pm

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

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

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

Texas City Office
600 Gulf Freeway, Suite 223
Texas City, Texas 77591

www.mapalaw.com

Kurt A. Gonzalez
Kierra J. Klefas
Patrick J. Kail
Shelby R. Walding
Amy W. Slaughter

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

V.W. McLeod (1914-1977)
Robert W. Alexander (1920-2017)
Benjamin R. Powel (1931-2025)
Ervin A. Apffel, Jr. (1929-2015)

Writer's Direct Number:
409-795-2032

Writer's Email Address:
gbmcgarvey@mapalaw.com

May 29, 2026

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

Re:	Claim for damages:	Motor Vehicle Accident Personal Injury Claim
	Claimant:	Alicia Monroe
	County Claim#:	C240005M
	Amount:	$7,500
	Date of Incident:	May 10, 2024

Gentlemen:

This case involves Galveston County Sheriff's Office Deputy William Lambert who rear ended a 2020 Chevrolet Traverse vehicle driven by Alicia Monroe, on May 10, 2024. Lambert was driving a County 2016 Ford Explorer. We reviewed the police reports, the dash cam footage, and photographs, as well as the medical records and billing records. This is a case of clear liability.

Alicia Monroe allegedly had injuries to her head, neck and back with complaints of muscle spasms and headaches, claiming a traumatic brain injury. Her medical bills totaled $59,119.25. In addition to physical injuries, she alleged physical impairments for domestic, household and work duties, as well as loss of enjoyment of life. We pled that the medical treatment was not all necessary and the charges were excessive.

The Plaintiff has agreed to a settlement of $7,500.

We are recommending the Commissioner's Court approve this settlement for Alicia Monroe's claim. Alicia Monroe has signed a release for all claims, subject to your approval.

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

Very truly yours,

Genevieve B. McGarvey

GBM/krh

CAUSE NO. 25-CV-1967

ALICIA MONROE, *Plaintiff,*	§	**IN THE DISTRICT COURT OF**
v.	§	**GALVESTON COUNTY, TEXAS**
WILLIAM T. LAMBERT and GALVESTON COUNTY SHERIFF'S OFFICE *Defendants.*	§	**56th JUDICIAL DISTRICT**

RELEASE AND SETTLEMENT AGREEMENT

I, Alicia Monroe, allege sustaining personal injuries on or about May 10, 2024, caused, in whole or in part, by the alleged negligence of the County of Galveston ("Galveston County, Texas"). This Release and Settlement Agreement ("Release") is made to compromise and to settle any and all disputed claims between the PARTIES.

AM

NOTICE:

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

DEFINITIONS

1.1 Whenever the phrase "PLAINTIFF" is used herein, it means Alicia Monroe, individually, her heirs, executors and/or administrators, successors and assigns, servants, agents, legal representatives, and insurers.

1.2 Whenever the phrase "DEFENDANT" is used herein, it means Galveston County, Texas, its Commissioners, Boards, successors and assigns, servants, agents, employees, including but not limited to William T. Lambert, legal representatives, and attorneys.

1.3 Whenever the phrase "PARTIES" is used herein, it means Alicia Monroe and Galveston County, Texas.

AM

NotaryCam Doc ID: 1d172f3b-2157-4529-85d7-c046546ae7ce

1.4 Whenever the phrase "OCCURRENCE IN QUESTION" OR "INCIDENT IN QUESTION", it means the alleged incident involving a motor-vehicle that occurred on or about May 10, 2024, in Galveston County, Texas, as more fully set forth in the case of *Alicia Monroe v. William T. Lambert and Galveston County Sheriff's Office* [1], Cause No. 25-CV-1967; In the 56th Judicial District Court of Galveston County, Texas.

1.5 Whenever the phrase "LAWSUIT" or "LITIGATION" is used herein, it means Cause No. 25-CV-1967; *Alicia Monroe v. William T. Lambert and Galveston County Sheriff's Office*; In the 56th Judicial District Court of Galveston County, Texas.

CONSIDERATION

2.1 For the sole consideration of SEVEN THOUSAND FIVE HUNDRED AND 00/100 CENTS ($7,500.00) less the amount of any liens on the proceeds of this settlement, as specified below in paragraph "**17.1**", PLAINTIFF enters into this Release in favor of DEFENDANT. PLAINTIFF understands and agrees that this Release and Settlement Agreement is a contract between PLAINTIFF and DEFENDANT.

CLAIMS RELEASED

3.1 PLAINTIFF hereby fully and forever RELEASES, ACQUITS, AND FOREVER DISCHARGES DEFENDANT from any and all liability or negligence now accrued or which may hereafter accrue for any and all claims, demands, causes of action, suits, cross-claims, third-party actions, whether direct or derivative, which PLAINTIFF, individually, or any individual or entity claiming by, through, or on behalf of PLAINTIFF have now brought or may hereafter bring against DEFENDANT in any way arising from, connected, or related to the INCIDENT IN QUESTION.

[1] Sometimes referred to in pleadings as *Alicia Monroe v. Galveston County*

AM

25-CV-1967

NotaryCam Doc ID: 1d172f3b-2157-4529-85d7-c046546ae7ce

DAMAGES RELEASED

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

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

FUTURE PROGRESSION

5.1 PLAINTIFF understands that her injuries, illnesses, and/or conditions may be permanent, may progress, naturally or otherwise, and may become partially or totally disabling in the future. PLAINTIFF has not relied upon any representation by DEFENDANT related to PLAINTIFF'S diagnosis or prognosis; rather, PLAINTIFF has relied solely on medical professionals and her own judgment to evaluate her diagnosis and prognosis. If PLAINTIFF has been misdiagnosed or misinformed concerning her prognosis or later becomes aware that she was misdiagnosed, such medical error is *not* the responsibility of DEFENDANT and will have no effect on the enforceability of this Release.

5.2 PLAINTIFF further understands that recovery, repair, and/or rehabilitation of any and all sustained injuries and/or damages to person or property and the condition of such person or property is uncertain, and that PLAINTIFF may require future treatment and/or repair to

AM

NotaryCam Doc ID: 1d172f3b-2157-4529-85d7-c046546ae7ce

alleviate or cure PLAINTIFF's damages and/or injuries to person or property. PLAINTIFF covenants not to sue DEFENDANT for any progression, natural or otherwise, of PLAINTIFF's injuries, illnesses, conditions, and/or damages to property, in exchange for the consideration referenced in this Release.

ADDITIONAL EFFECTS OF RELEASE

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

SATISFACTION OF LIENS

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

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

INDEMNITY

AM

25-CV-1967

NotaryCam Doc ID: 1d172f3b-2157-4529-85d7-c046546ae7ce

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

MEDICARE LIENS

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

COVENANT NOT TO SUE REGARDING MEDICARE LIEN

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

AM

25-CV-1967

NotaryCam Doc ID: 1d172f3b-2157-4529-85d7-c046546ae7ce

MEDICAID LIENS

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

LAWS OF CONSTRUCTION

12.1 The PARTIES agree and understand this Release shall be construed and governed, in all aspects, including validity, interpretation, and effect, according to the laws of the State of Texas.

ENTIRE AGREEMENT BETWEEN PARTIES

13.1 The PARTIES agree and acknowledge that no other promises or agreements have been made between them and that this Release contains the entire agreement between them. The terms of this Release are contractual and not a mere recital.

SEVERABILITY

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

AM

25-CV-1967

NotaryCam Doc ID: 1d172f3b-2157-4529-85d7-c046546ae7ce

USE OF RELEASE BY DEFENDANT

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

OPPORTUNITY FOR LEGAL ADVICE

16.1 PLAINTIFF acknowledges that she has had an opportunity to seek legal advice from her attorney(s) concerning the meaning and effect of this Release. PLAINTIFF agrees and acknowledges that she is not under any duress or undue influence to execute this Release, and has signed this Release knowingly, intelligently, and voluntarily.

PAYMENT OF CONSIDERATION

17.1 Payment shall be made as follows:

Payment in the total amount of SEVEN THOUSAND FIVE HUNDRED AND 00/100 CENTS ($7,500.00) shall be made payable to all lienholders with the remainder to **Alicia Monroe and her attorney of record, Law Office of Orlando Zambrano, PLLC.**

AM

NotaryCam Doc ID: 1d172f3b-2157-4529-85d7-c046546ae7ce

PLAINTIFF and her attorney represent and warrant that they have compromised and resolved all outstanding liens against the consideration of this settlement as stated above in this paragraph 17.1.

DISMISSAL OF PENDING ACTIONS AND PROCEEDINGS

18.1 This settlement is a compromise of a disputed claim and is not a confession or admission of liability or negligence on the part of DEFENDANT and shall not be held or construed as a confession or admission in any suit or proceeding no matter by whom same may be brought. PLAINTIFF agrees to dismiss all claims against Galveston County making part of the lawsuit, Cause No. 25-CV-1967; *Alicia Monroe v. William T. Lambert and Galveston County Sheriff's Office*; In the 56th Judicial District Court of Galveston County, Texas with prejudice, each party to bear its own attorney's fees and costs, immediately upon payment of the consideration.

NO REPRESENTATION BY DEFENDANT OR OF TAX CONSEQUENCES

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

MH

SIGNED this 22 day of May 2026 in the County of Hillsborough, State of Florida ~~County of Galveston, State of Texas~~

I HAVE READ THE FOREGOING FULL AND FINAL WAIVER, RELEASE, AND SETTLEMENT AGREEMENTAND HAVE INITIALED EACH PAGE. I UNDERSTAND THAT IT IS A FULL RELEASE OF ALL MY CLAIMS. I HAVE ALSO RECEIVED A COMPLETE COPY OF THIS FULL AND FINAL WAIVER, RELEASE, AND SETTLEMENT AGREEMENT.

BY Alicia Monroe

Alicia Monroe
PRINTEDNAME

AM

NotaryCam Doc ID: 1d172f3b-2157-4529-85d7-c046546ae7ce

THE STATE OF Florida §
§
COUNTY OF Hillsborough §

BEFORE ME, the undersigned authority, on this day personally appeared Alicia Monroe, known to me to be the person who executed the foregoing FULL AND FINAL WAIVER, RELEASE, AND SETTLEMENT AGREEMENT and acknowledged to me that they executed the same for the purposes and consideration therein express, that they executed the same as their own free act and deed after having it fully explained to them and after realizing the effect thereof to be a full and final discharge and release of all parties named therein, for any matter or thing dealt with in said instrument, and that the same was executed by him without any persuasion, promise, threat, force, duress, fraud or representation of any kind by any person whomsoever; and that at the time of execution of the said FULL AND FINAL WAIVER, RELEASE, AND SETTLEMENT AGREEMENT they were completely sober, sane, and capable of understanding the English language and the character of her acts and deeds, and was in complete charge of all of their faculties and capable of executing this FULL AND FINAL WAIVER, RELEASE, AND SETTLEMENT AGREEMENT and of understanding the significance of their acts.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22 day of May, 2026.

(Seal)

MARK HODGKINS
Notary Public - State of Florida
Commission # HH 308712
My Comm. Expires Dec 17, 2026

Mark Hodgkins

Mark Hodgkins
NOTARY PUBLIC, STATE OF Florida

AM

Completed via Remote Online Notarization using 2 way Audio/Video technology.

I, **Orlando Zambrano,** am the attorney representing Alicia Monroe in connection with this Release and Settlement Agreement. Alicia Monroe had the opportunity to meet and confer with me prior to signing it.

Orlando Zambrano

AM

25-CV-1967

NotaryCam Doc ID: 1d172f3b-2157-4529-85d7-c046546ae7ce

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*24.

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

Consideration of renewal Agreement for lodging/sleep accommodations between Galveston County and Hampton Inn and Suites during emergency disaster operations submitted by Legal Services Manager

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	5/29/26 5:15 pm
2	Dianna Martinez	Approve	6/1/26 10:05 am

COUNTY of GALVESTON
COUNTY COURTHOUSE

722 MOODY AVENUE 2nd FLOOR GALVESTON, TEXAS 77550
Phone: 409-770-5562 Fax: 409-770-5560

June 08, 2026

The Honorable Mark Henry, County Judge; and
The Honorable Commissioners' Court
Galveston County
722 Moody Ave.
Galveston, TX 77550

Gentlemen:

Our current contract for Lodging/Sleep Accommodations with Hampton Inn and Suites is due for renewal. Please authorize the County Judge to sign this letter and join Hampton Inn and Suites in continuing this mutually beneficial agreement to extend one year until April 29, 2027. All other terms in the agreement remain the same.

Approved:

Mark Henry, County Judge

Date: _____

Kalpesh Patel, General Manager
Hampton Inn and Suites

Date: 5-18-26

Attest:

Dwight D. Sullivan, County Clerk

Agreement for lodging/sleep accommodations Between

The County of Galveston and Hampton Inn and Suites

This Agreement is entered into by and between the County of Galveston, a political subdivision of the State of Texas, and Hampton Inn and Suites. The Agreement is as follows:

1. Intent and Objective

The purpose of this Agreement is to provide lodging/sleeping accommodations as needed by the employees of Galveston County who are activated to directly support emergency disaster operations. Priority is for Tier 1 activated employees who cannot return to their homes due to severe weather, road closures, damage to homes, and other extreme situations.

2. Galveston County Office of Emergency Management

Galveston County has established the Office of Emergency Management (OEM). This office is responsible for programs dealing with emergency and disaster mitigation, planning, preparedness, response, and recovery. It is also responsible for the establishment, maintenance, and operation of the Galveston County Emergency Operations Center (EOC). As such the Emergency Management Coordinator of Galveston County OEM will be the designated representative for the County of Galveston to manage this agreement.

3. Hampton Inn and Suites Responsibility

The facility provides lodging accommodations at 2320 Gulf Freeway South, League City, TX 77573 is approximately 1.5 miles north of the Galveston County Emergency Management Facility, which is located at 1353 FM 646 West, League City, TX 77573 (Exit 20 from Interstate 45).

Hampton Inn and Suites agrees to set aside a block of rooms, 5-10 rooms, to support Galveston County EOC personnel during a disaster.

Hampton Inn and Suites will honor the seasonal government rate for the block of rooms at the time of request for the rooms.

Hampton Inn and Suites agrees to provide itemized statements/receipts for rooms reserved and paid by the County of Galveston via purchase card.

4. County Responsibility

Galveston County OEM will be required to call and reserve the rooms 5 to 7 days in advance of the approaching storm.

Galveston County OEM will be required to cancel any and/or all reserved rooms no later than 24 hours before the storm makes landfall to allow the hotel to open the reservations to the general public.

Galveston County personnel will be required to provide credentials, a county ID badge, for verification of employment with the county, and a hotel authorization form attached as Exhibit 1.

Galveston County will pay reservations via a purchase card with the MasterCard logo.

5. Governing Law

This agreement shall be governed by the law of the State of Texas, without regard to its choice of law principles, and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

6. Term

This agreement shall commence on the date of execution hereof and shall continue for a one-year term. Either Party may terminate this Agreement upon thirty (30) days prior written notice of the Party desiring to terminate being given to the other Party.

Notice of Parties:

Galveston County
County Judge
722 Moody Ave., 2nd Floor
Galveston, TX 77550

Hampton Inn and Suites
Attn: General Manager
2320 Gulf Freeway South
League City, TX 77573

Executed this 29th day of April, 2024.

County of Galveston

County Judge, Mark Henry

Hampton Inn and Suites

4/15/24
Kalpesh Patel, General Manager

Attest:

Dwight D. Sullivan, County Clerk
By: Mae Ross Deputy
Mae Ross

COMMISSIONERS COURT GALVESTON COUNTY TEXAS

HOTEL REQUEST AUTHORIZATION FORM DURING EMERGENCY DIASTER OPERATION

Complete form and submit to Emergency Management Coordinator
Present approved form, credentials (DL), and county badge to checked location below

Employee Name		Employee ID	
Department		Emergency Event/Type	
Position Title		Emergency Declaration Issued	YES NO
Date/Dates of Emergency Declaration Issued		Tier 1 Employee	YES NO

LOCATION OF STAY CHECK ONE

Hampton Inn and Suites
2320 Gulf Frwy South
League City, TX 77573

Candlewood Suites
2350 Gulf Frwy South
League City, TX 77573

Justification

Severe Weather

Road Closures

Emergency Management
Facility at capacity

Other provide explanation
below:

Office of Emergency Management Authorization			
APPROVED		DISAPPROVED	
Printed Name & Title			
Signature:		Date:	

Form Distribution to the following: Employee, Department Head, Auditor

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*25.

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

Consideration of full and final waiver, release, and settlement agreement with Juan Alberto Alamo Gomez arising from an incident that occurred on or about February 13, 2026, submitted by Legal Services Manager

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	5/28/26 3:48 pm
2	Dianna Martinez	Approve	5/29/26 8:46 am

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

MAPA

McLeod, Alexander, Powel & Apffel, P.C.

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

Texas City Office
600 Gulf Freeway, Suite 223
Texas City, Texas 77591

www.mapalaw.com

Kurt A. Gonzalez
Kierra J. Klefas
Patrick J. Kail
Shelby R. Walding
Amy W. Slaughter

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

V.W. McLeod (1914-1977)
Robert W. Alexander (1920-2017)
Benjamin R. Powel (1931-2025)
Ervin A. Apffel, Jr. (1929-2015)

Writer's Direct Number:
409-795-2032

Writer's Email Address:
gbmcgarvey@mapalaw.com

May 28, 2026

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

Re:	Claim for damages:	Motor Vehicle Property Claim
	Claimant:	Juan Alberto Alamo Gomez
	County Claim#:	C260003
	Amount:	$3,563.00
	Date of Incident:	February 13, 2026

Gentlemen:

This incident involves our Deputy De'Andre Fillmore, who on Friday, February 13, 2026, struck the rear of Wisconsin resident Juan Alamo Gomez's 2008 Volkswagen Jetta vehicle while traveling southbound on I-45 in approximately the 1600 block. Fillmore was driving a County Explorer. After being struck, the Jetta was pushed another 100 yards into a concrete barrier damaging the Jetta's right corner as well. The vehicle was towed to Marty's and determined to be a total loss.

We reviewed the police report, the internal safety memorandum, photos, videos and materials from the Plaintiff who is represented by Domingo Garcia. We also inspected the vehicle. Fillmore admitted to me he was distracted and this is a case of clear liability.

The Plaintiff demanded $5500 for the value of the vehicle and replacement of the items inside the vehicle that included tools for his job, and bedding as he claimed the Jetta was his "home". We utilized CARFAX and researched the lost items' value, and negotiated a settlement of $3,563, subject to your approval.

We are recommending the Commissioners' Court approve this settlement of Mr. Alamo Gomez's claim. He has signed a release for all property claims, subject to your approval.

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

Very truly yours,

Genevieve B. McGarvey

GBM/krh

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GALVESTON §

FULL AND FINAL WAIVER, RELEASE, AND SETTLEMENT AGREEMENT AS TO PROPERTY DAMAGE CLAIMS

WHEREAS, it is alleged that Juan Alberto Alamo Gomez, sustained property damage and/or other damages on or about February 13, 2026, allegedly caused, in whole or in part, by the negligence of the County of Galveston ("Galveston County, Texas"). This Release and Settlement Agreement as to Property Damage ("Release") is made to compromise and to settle any and all property damage and property claims only, whether known or unknown, a between Juan Alberto Alamo Gomez and Galveston County, Texas (hereafter the "PARTIES").

NOTICE:

J.A **THIS AGREEMENT IS SUBJECT TO THE APPROVAL OF THE GALVESTON COUNTY COMMISSIONERS THROUGH A FORMALVOTE IN AN OPEN MEETING.**

DEFINITIONS

1.1 Whenever the phrase "RELEASOR" is used herein, it means Juan Alberto Alamo Gomez, individually, and any of his successors, predecessors, assigns, legal representatives, attorneys, insurers, indemnitors and indemnitees, agents, servants, and any other person or entity acting on behalf of or under the authority of RELEASOR.

1.2 Whenever the phrase "RELEASEE" is used herein, it means Galveston County, Texas, its Commissioners, Boards, Departments, successors and assigns, servants, agents, employees, including but not limited to DeAndre Lamar Filmore, legal representatives, and

J.A

attorneys.

1.3 Whenever the phrase "PARTIES" is used herein, it means Juan Alberto Alamo Gomez *and* Galveston County, Texas.

1.4 Whenever the phrase "OCCURRENCE IN QUESTION" OR "INCIDENT IN QUESTION" is used herein, it means the alleged incident involving a motor-vehicle that occurred on or about February 13, 2026, in Galveston County, Texas, that involved Galveston County employee, DeAndre Lamar Filmore, and that was assigned TxDot Crash ID No.: 21277595.1 on the Texas Peace Officer's Crash Report.

CONSIDERATION

2.1 For the sole consideration of THREE THOUSAND FIVE HUNDRED SIXTY-THREE DOLLARS AND 00/100 CENTS ($3,563.00) RELEASOR enters into this Release in favor of RELEASEE. RELEASOR understands and agrees that this Release and Settlement Agreement as to Property Damage is a contract between RELEASOR and RELEASEE.

CLAIMS RELEASED

3.1 In order to avoid further time, expense and uncertainties of litigation, the RELEASEE and the undersigned RELEASOR, desire to enter into a final compromise and settlement of any and all property damage and property claims only, whether known or unknown, which the undersigned RELEASOR may have, or may hereafter have, against the RELEASEE for damages to property made the basis of the property damage and property claims alleged by RELEASOR.

3.2. NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That I, the RELEASOR, for and in consideration of the sum of THREE THOUSAND FIVE HUNDRED SIXTY-THREE DOLLARS AND 00/100 CENTS ($3,563.00) and other good and valuable consideration, hereinafter referred to as "the Consideration," the receipt and sufficiency of

JA

which is hereby acknowledged and confessed, do hereby fully RELEASE, ACQUIT, AND FOREVER DISCHARGE the RELEASEE from any and all property damage and property claims, demands, rights, remedies, causes of action, suits, cross- claims, third-party actions, whether direct or derivative, relating to property damage or property claims which we may now have or hereafter have against the RELEASEE, in any manner arising out of or in any way connected with the alleged property damages, and any property claims, known or unknown, current or future, arising from any alleged property damages sustained in any way arising from, incident to, connected to, or related to the INCIDENT IN QUESTION.

DAMAGES RELEASED

4.1 This Release includes all property damage and property claims arising from, connected, or related to the INCIDENT IN QUESTION, including but not limited to:

1. All property damage; and
2. Loss of use;

JM

3.

FUTURE PROGRESSION

5.1 RELEASOR understands that damages and/or conditions, concerning property may be permanent, may progress, naturally or otherwise, and may become partially or totally disabling to their property in the future. If RELEASOR has been misinformed concerning the property damages sustained or later becomes aware of an error regarding diagnosis or rehabilitation to property, such error is *not* the responsibility of RELEASEE and will have no effect on the enforceability of this Release and Settlement Agreement as to Property Damage.

5.2 RELEASOR further understands that recovery, repair, and/or rehabilitation of any and all sustained damages to property and the condition of such property is uncertain, and that RELEASOR may require future treatment and/or repair to alleviate or cure RELEASOR'S damages to property. RELEASOR covenants not to sue RELEASEE for any progression, natural or otherwise, of RELEASOR'S damages to property, in exchange for the consideration referenced in this Release.

ADDITIONAL EFFECTS OF RELEASE

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

6.2 RELEASOR further acknowledges and agrees that no insurance proceeds have been used or will be used to cover any property damages, losses, or expenses, whether known or

J.B

unknown,

JH

allegedly sustained as a result of the INCIDENT IN QUESTION.

SATISFACTION OF LIENS

7.1 RELEASOR agrees to satisfy, compromise, or adjudicate any and all property damage liens against the proceeds of this settlement arising from, connected, or related to the INCIDENT IN QUESTION (except for liens that, as may be provided in paragraph "**15.1,**" are otherwise satisfied), including but not limited to:

1. Liens to any insurance company providing coverage related to my property damages in the claim that is the subject of this Release and Settlement Agreement as to Property Damage; and

2. Attorney liens asserted by any attorney who has represented me or claims to have represented me, directly or indirectly, related to property claims or property damage in this matter;

3.

INDEMNITY

8.1 In consideration for the payment of the sums herein set forth, the RELEASOR for themselves, their beneficiaries, heirs, successors and assigns, have agreed to and does hereby jointly and severally INDEMNIFY, DEFEND, AND HOLD HARMLESS the RELEASEE of and from any further payment of damages, debts, liens, charges, and expenses exclusively relating to property claims or property damage incurred by or on behalf of the RELEASOR as a result of any and all past, present, and future property claims, demands, suits, causes of action, liabilities, suits, cross- claims, third-party actions, expenses, and judgments that relate to any property claims or property damage whatsoever asserted by any person, firm, or corporation, including but not limited to for indemnity or contribution relating to property claims or property damage, by, through or under RELEASOR, arising from, incident to, connected to, or related to the INCIDENT IN QUESTION and the basis of this Release and Settlement Agreement as to Property Damage.

LAWS OF CONSTRUCTION

9.1 The PARTIES agree and understand this Release and Settlement Agreement as to Property

JH

Damageshall be construed and governed, in all aspects, including validity, interpretation, and effect, according to the laws of the State of Texas.

JA

ENTIRE AGREEMENT BETWEEN PARTIES

10.1 The PARTIES agree and acknowledge that no other promises or agreements have been made between them and that this Release and Settlement Agreement as to Property Damagecontains the entire agreement between them for purposes of property claims and property damage. The terms of this Release and Settlement Agreement as to Property Damageare contractual and not a mere recital.

SEVERABILITY

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

USE OF RELEASE BY RELEASEE

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

JA

original.

OPPORTUNITY FOR LEGAL ADVICE

13.1 RELEASOR acknowledges that they had an opportunity to seek legal advice from their attorney(s) concerning the meaning and effect of this Release and Settlement Agreement as to Property Damage. RELEASOR agrees and acknowledges that they are not under any duress or undue influence to execute this Release, and has

signed this Release knowingly, intelligently, and voluntarily.

13.2 RELEASOR hereby acknowledges and agrees that they have not sought or received any legal advice, counsel, or guidance regarding the terms of this Release from the RELEASEE, the RELEASEE'S attorneys, agents, or representatives. The RELEASOR further affirms that any decision to execute this Release has been made independently and without reliance on any advice or representation from the RELEASEE or any of their affiliates.

PAYMENT OF CONSIDERATION

14.1 Payment shall be made as follows:

Payment in the total amount of THREE THOUSAND FIVE HUNDRED SIXTY-THREE DOLLARS AND 00/100 CENTS ($3,563.00) shall be made payable to **Juan Alberto Alamo Gomez.**

Juan Alberto Alamo Gomez and his attorney and/or attorneys, if any, represent and warrant that they have compromised and resolved all outstanding property damage liens against the consideration of this settlement as stated above in this paragraph 7.1.

NO ADMISSION OF LIABILITY

15.1 It is AGREED and UNDERSTOOD that the undersigned RELEASOR represents and warrants that this Release and Settlement Agreement as to Property Damageand the payment of the above mentioned sum of money is being made by the RELEASEE as a final compromise and settlement of a disputed property damages claim in order that such Parties may buy their peace, and such payment is not to be construed as an admission of liability of any fact on the part of the RELEASEE, or anyone else.

15.2 The RELEASEE has expressly denied any liability in this matter. It is contracted that neither this instrument, nor the compromise and settlement agreement evidenced hereby, shall be used against the RELEASEE as evidence of liability or for estoppel in any suit, claim, or proceeding of any nature. However, this Release may be asserted by the RELEASEE as an absolute and final bar to

JA

any claim

or proceeding against the RELEASEE now pending or hereafter brought or asserted by any person, firm or corporation claiming by, through or under the RELEASOR as long as such claim pertains to property claims or property damages.

NO REPRESENTATION BY RELEASEE OF TAX CONSEQUENCES

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

J. A

SIGNED this 22 day of May 2026 in the County of Galveston, State of Texas.

I HAVE READ THE FOREGOING FULL AND FINAL WAIVER, RELEASE AND SETTLEMENT AGREEMENT AS TO PROPERTY DAMAGE AND HAVE INITIALED EACH PAGE. I UNDERSTAND THAT IT IS A FULL RELEASE OF ALL MY PROPERTY CLAIMS. I HAVE ALSO RECEIVED A COMPLETE COPY OF THIS FULL AND FINAL WAIVER, RELEASE, AND SETTLEMENT AGREEMENT.

BY: _____

Juan Alberto Alamo Gomez

PRINTED NAME

_____

TITLE

THE STATE OF Texas §

§

COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Juan Alberto Alamo Gomez known to me to be the person who executed the foregoing Release and Settlement Agreement as to Property Damage and acknowledged to me that they executed the same for the purposes and consideration therein expressed, that they executed the same as their own free act and deed after having it fully explained to them and after realizing the effect thereof to be a full and final discharge and release of all parties named therein, for any matter or thing dealt with in said instrument, and that the same was executed by him without any persuasion, promise, threat, force, duress, fraud or representation of any kind by any person whomsoever; and that at the time of execution of the said Release and Settlement Agreement as to Property Damage they were completely sober, sane, and capable of understanding the English language and the character of his acts and deeds, and was in complete charge of all of their faculties and capable of executing this Release and Settlement Agreement as to Property Damage and of understanding the significance of their acts.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22nd day of May, 2026.

JAQUELLINE LANDAVERDE
Notary Public, State of Texas
Comm. Expires 01-17-2030
Seal

_____

NOTARY PUBLIC, STATE OF Texas

JAQUELLINE LANDAVERDE
Notary Public, State of Texas
Comm. Expires 01-17-2030
Notary ID 133537270

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*26.

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

Consideration of approval to authorize the County Judge to sign the Authorization to Act as an Agent form from the U.S. Army Corps of Engineers (USACE) to allow Balcones Field Services to act on the County's behalf for the Frenchtown Road Expansion Project in Port Bolivar, submitted by Road & Bridge

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	5/29/26 4:36 pm
2	Dianna Martinez	Approve	6/1/26 11:12 am

U.S. Army Corps of Engineers (USACE)

AUTHORIZATION TO ACT AS AN AGENT

For use of this form, see Section 404 of the Clean Water Act, Section 10 of the Rivers and Harbors Act of 1899, and Section 103 of the Marine Protection, Research, and Sanctuaries Act, the proponent agency is CECW-COR.

Form Approved - OMB No. 0710-0003 Expires 2027-10-31

The Agency Disclosure Notice (ADN)

The Public reporting burden for this collection of information, 0710-003, is estimated to average 5 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 burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

Purpose: This form is used by members of the public to authorize an agent (for example - a private consultant) to act on their behalf in all matters relating to all dealings with the USACE regarding the project. This includes taking all necessary actions for the application, processing, issuance, and/or acceptance of a Clean Water Act and/or Rivers and Rivers Act delineations, determinations, and/or permits.

This form is a component in the Corps Regulatory Request System (RRS), which is an online permitting application portal for the Regulatory Program.

ITEMS 1 THRU 3 - FOR USACE USE ONLY

1. APPLICATION NO.	2. FIELD OFFICE CODE	3. DATE RECEIVED

ITEMS 4 THRU 14 - COMPLETD BY THE APPLICANT or REQUESTOR

4. PROJECT NAME Frenchtown Road Expansion	5. PROJECT LOCATION Frenchtown Road
6. APPLICANT NAME (*first, middle, last*) County Judge Mark Henry	7. AGENT NAME Kelsea Hiebert
Company (*if applicable*): Galveston County	Company: Balcones Field Services, LLC
E-mail Address: zachary.smith@co.galveston.tx.us	E-mail Address: khiebert@bfsusa.com
8. APPLICANT ADDRESS (*if applicable*)	9. AGENT ADDRESS (*if applicable*)
Address 722 Moody Ave	Address 10201 South Padre Island Dr, Suite 210
City: Galveston / State: TX	City: Corpus Christi / State: TX

10. APPLICANT PHONE NUMBERS. w/AREA CODE			11. AGENT PHONE NUMBERS. w/AREA CODE		
a. Residence	b. Business (281) 534-4152	c. Fax	a. Residence	b. Business 512-670-6896	c. Fax

12. APPLICANT/AGENT CERTIFICATION

By signing below, I hereby authorize the agent listed above, to act on my behalf in all matters relating to all dealings with the USACE regarding the project and properties listed above, including taking all necessary actions for the application, processing, issuance, and/or acceptance of a Clean Water Act and/or Rivers and Rivers Act delineations, determinations, and/or permits. Any and all acts carried out by my agent on my behalf as it relates to this project and property shall have the same effect as acts of my own.

I agree to review all information submitted to the USACE on my behalf by my agent and certify that any information submitted on my behalf is true and correct.

13. SIGNATURE of APPLICANT or REQUESTOR	14. DATE

18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than $10,000 or imprisoned not more than five years or both.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*27.

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

Consideration of approval to authorize the County Judge to sign the Nationwide Permit Pre-Construction Notification (PCN) form and Request for Jurisdictional Determination form from the U.S. Corps of Engineers for the Frenchtown Road Expansion Project in Port Bolivar, submitted by Road & Bridge

Approval History

Seq #	Approver	Action	Action Date
1	Zachary Smith	Approve	5/27/26 7:01 am
2	Melissa Fleming	Disapprove	5/27/26 8:02 am
Notes:	There is not CAR form attached. This could be a receive and file for the Judge's signature. If so, please update to receive and file or add a CAR form. Thank you, Melissa Fleming		
3	Dianna Martinez	Approve	5/28/26 5:55 pm
4	Veronica Van Horn	Approve	5/29/26 4:46 pm
5	Dianna Martinez	Approve	6/1/26 11:31 am

U.S. Army Corps of Engineers (USACE)

NATIONWIDE PERMIT PRE-CONSTRUCTION NOTIFICATION (PCN)

For use of this form, see 33 CFR 330; the proponent agency is CECW-CO-R.

Form Approved - OMB No. 0710-0003 Expires: 2027-03-31

DATA REQUIRED BY THE PRIVACY ACT OF 1974

Authority	Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Regulatory Program of the Corps of Engineers (Corps); Final Rule 33 CFR 320-332.
Principal Purpose	Information provided on this form will be used in evaluating the nationwide permit pre-construction notification.
Routine Uses	This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public and may be made available as part of the agency coordination process.
Disclosure	Submission of requested information is voluntary, however, if information is not provided the permit application cannot be evaluated nor can a permit be issued.

The public reporting burden for this collection of information, 0710-0003, is estimated to average 11 hours per response, including the 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 burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR RESPONSE TO THE ABOVE EMAIL.

One set of original drawings or good reproducible copies which show the location and character of the proposed activity must be attached to this application (*see sample drawings and/or instructions*) and be submitted to the district engineer having jurisdiction over the location of the proposed activity. An application that is not completed in full will be returned.

(ITEMS 1 THRU 4 TO BE FILLED BY THE CORPS)

1. APPLICATION NO.	2. FIELD OFFICE CODE	3. DATE RECEIVED	4. DATE APPLICATION COMPLETE

(ITEMS BELOW TO BE FILLED BY APPLICANT)

5. APPLICANT'S NAME	8. AUTHORIZED AGENT'S NAME AND TITLE (*agent is not required*)
First - Mark Middle - Last - Henry	First - Kelsea Middle - Last - Hiebert
Company - Galveston County	Company - Balcones Field Services, LLC
Company Title - County Judge	E-mail Address - khiebert@bfsusa.com
E-mail Address - zachary.smith@co.galveston.tx.us	
6. APPLICANT'S ADDRESS	**9. AGENT'S ADDRESS**
Address- 722 Moody Ave	Address- 10201 South Padre Island Dr, Suite 210
City - Galveston State - TX Zip - 77550 Country - USA	City - Corpus Christi State - TX Zip - 78418 Country - USA
7. APPLICANT'S PHONE NOs. with AREA CODE	**10. AGENT'S PHONE NOs. with AREA CODE**
a. Residence b. Business c. Fax d. Mobile (281) 534-4152	a. Residence b. Business c. Fax d. Mobile 512-670-6896

STATEMENT OF AUTHORIZATION

11. I hereby authorize, Kelsea Hiebert to act in my behalf as my agent in the processing of this nationwide permit pre-construction notification and to furnish, upon request, supplemental information in support of this nationwide permit pre-construction notification.

SIGNATURE OF APPLICANT DATE

NAME, LOCATION, AND DESCRIPTION OF PROJECT OR ACTIVITY

12. PROJECT NAME or TITLE (*see instructions*)
Frenchtown Road Expansion.

NAME, LOCATION, AND DESCRIPTION OF PROJECT OR ACTIVITY

13. NAME OF WATERBODY, IF KNOWN (*if applicable*)
Galveston Bay

14. PROPOSED ACTIVITY STREET ADDRESS (*if applicable*)
Frenchtown Road

15. LOCATION OF PROPOSED ACTIVITY (*see instructions*)

Latitude	°N	Longitude	°W
29.37170029		-94.77739716	

City: Port Bolivar | State: TX | Zip: 77650

16. OTHER LOCATION DESCRIPTIONS, IF KNOWN (*see instructions*)

State Tax Parcel ID
N/A

Municipality
N/A

Section
N/A

Township
N/A

Range
N/A

17. DIRECTIONS TO THE SITE
From the USACE Jadwin Building located at 2000 Fort Pointe Road, Galveston TX 77550 - travel 0.9 mile along TX-168 S to Ferry Road. Turn right onto Ferry Road and travel for 0.6 mile. Take the Port Bolivar-Galvseton Ferry for 2.6 miles to the Bolivar Peninsula. After departing the Ferry, continue straight onto TX-87 N for 0.3 mile. Turn left onto Frenchtown Road and travel to 0.3 mile. The project area begins at this intersection of Frenchtown Road and W Frenchtown Road, and continues north along Frenchtown Road for approximately 1,960 feet

18. IDENTIFY THE SPECIFIC NATIONWIDE PERMIT(S) YOU PROPOSE TO USE
Nationwide Permit 14 - construction, expansion, modification, or improvement of linear transportation projects.

19. DESCRIPTION OF PROPOSED NATIONWIDE PERMIT ACTIVITY (*see instructions*)
The applicant is proposing to raise Frenchtown Road approximately 12 inches in elevation and widen it by approximately 18 inches on each side along the existing ROW, thereby creating an approximate 30-foot-wide roadway. Concrete and asphalt pavement is proposed for the project. The project area extends along an approximate 1,960 LF segment of Frenchtown Road. The improvements include installation of slotted curb segments (i.e. weep holes) on both sides of Frenchtown Road along an approximate 1,200 LF segment. The concrete curb is proposed to be six inches tall and span 10 feet along concrete pavement and 20 feet along asphalt pavement. One foot weep holes are proposed between the curb segments.

20. DESCRIPTION OF PROPOSED MITIGATION MEASURES (*see instructions*)
No compensatory mitigation is proposed for the project. See cover letter for detailed explanation.

21. PURPOSE OF NATIONWIDE PERMIT ACTIVITY (*Describe the reason or purpose of the project, see instructions*)
The purpose of the proposed project is to improve and stabilize Frenchtown Road on Bolivar Peninsula to maintain safe and reliable access for residents, visitors, and emergency services. The project is intended to address ongoing roadway degradation and improve long-term infrastructure resilience in a low-lying coastal environment adjacent to Galveston Bay. The need for the project arises from chronic shoreline erosion, low roadway elevations, and increased vulnerability to coastal processes, which have resulted in the gradual loss of roadway width and structural integrity. Frenchtown Road is located immediately adjacent to Galveston Bay and adjacent estuarine wetlands, where wave action, storm surge, and daily tidal influences contribute to ongoing erosion of the roadway embankment and adjacent shoreline. In its current condition, portions of the roadway are narrowing, subsiding, and encroaching into adjacent waters and wetlands, reducing safe navigability and increasing maintenance demands. See cover letter for detailed explanation.

22. QUANTITY OF WETLANDS, STREAMS, OR OTHER TYPES OF WATERS DIRECTLY AFFECTED BY PROPOSED NATIONWIDE PERMIT ACTIVITY (*see instructions*)

Acres
0.03

Linear Feet

Cubic Yards Dredged or Discharged
48.4

Each PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site.

23. List any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. (*see instructions*)
N/A

24. If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and requires pre-construction notification, explain how the compensatory mitigation requirement in paragraph (c) of general condition 23 will be satisfied, or explain why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required for the proposed activity.

Compensatory mitigation is not proposed for the project due to the limited scope of work and the small (less than 1/10-acre) amount of permanent impacts, totaling approximately 0.03 acre of potential wetlands. Impacts have been avoided and minimized to the maximum extent practicable through the confined roadway design, and remaining adjacent wetland areas will be preserved. Based on the minimal acreage affected and the minor nature of the proposed activity, compensatory mitigation is not anticipated to be warranted.

25. Is any portion of the nationwide permit activity already complete? ☐ Yes ☒ No If Yes, describe the completed work:

26. List the name(s) of any species listed as endangered or threatened under the Endangered Species Act that might be affected by the proposed NWP activity or utilize the designated critical habitat that might be affected by the proposed NWP activity. (*see instructions*)

Potential habitat for the federally listed eastern black rail was identified within the proposed project area. All personnel will receive training on the identification and protection of federally listed species that may occur on-site, including the eastern black rail. Workers will be instructed to remain vigilant for the presence of the species and to immediately cease all construction activities if any individuals are observed within 50 feet of the work area. Efforts may be made to schedule work outside of the breeding period (October to February). Project activities shall be limited to daylight hours to the extent possible. If nighttime work is required, lighting will be aimed at work zones and turned off when not needed. All permanent lighting, if required, shall be pointed away from potential eastern black rail habitat. With the proposed avoidance and minimization measures in place, no adverse effects to listed species are anticipated as a result of project construction. Therefore, the proposed project may affect, but is not likely to adversely affect, the eastern black rail.

27. List any historic properties that have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic property or properties. (*see instructions*)

No known historic properties have the potential to be affected by the proposed project. No known historic sites or recorded cultural resources are located within the proposed project area, and no impacts to properties of historical significance are anticipated. The nearest recorded historical marker is Point Bolivar Lighthouse, located approximately 0.6 miles southeast of the project area.

28. For a proposed NWP activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, identify the Wild and Scenic River or the "study river":

N/A

29. If the proposed NWP activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, have you submitted a written request for section 408 permission from the Corps district having jurisdiction over that project? ☐ Yes ☒ No

If "yes", please provide the date your request was submitted to the Corps district:

30. If the terms of the NWP(s) you want to use require additional information to be included in the PCN, please include that information in this space or provide it on an additional sheet of paper marked Block 30. (*see instructions*)

See cover letter for other project details.

31. Pre-construction notification is hereby made for one or more nationwide permit(s) to authorize the work described in this notification. I certify that the information in this pre-construction notification is complete and accurate. I further certify that I possess the authority to undertake the work described herein or am acting as the duly authorized agent of the applicant.

SIGNATURE OF APPLICANT	DATE	SIGNATURE OF AGENT	DATE
			2026-05-18

The pre-construction notification must be signed by the person who desires to undertake the proposed activity (applicant) and, if the statement in Block 11 has been filled out and signed, the authorized agent.

18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than $10,000 or imprisoned not more than five years or both.

Instructions for Preparing a

Department of the Army

Nationwide Permit (NWP) Pre-Construction Notification (PCN)

Blocks 1 through 4. To be completed by the Corps of Engineers.

Block 5. Applicant's Name. Enter the name and the e-mail address of the responsible party or parties. If the responsible party is an agency, company, corporation, or other organization, indicate the name of the organization and responsible officer and title. If more than one party is associated with the preconstruction notification, please attach a sheet of paper with the necessary information marked Block 5.

Block 6. Address of Applicant. Please provide the full address of the party or parties responsible for the PCN. If more space is needed, attach an extra sheet of paper marked Block 6.

Block 7. Applicant's Telephone Number(s). Please provide the telephone number where you can usually be reached during normal business hours.

Blocks 8 through 11. To be completed, if you choose to have an agent.

Block 8. Authorized Agent's Name and Title. Indicate name of individual or agency, designated by you, to represent you in this process. An agent can be an attorney, builder, contractor, engineer, consultant, or any other person or organization. Note: An agent is not required.

Blocks 9 and 10. Agent's Address and Telephone Number. Please provide the complete mailing address of the agent, along with the telephone number where he / she can be reached during normal business hours.

Block 11. Statement of Authorization. To be completed by the applicant, if an agent is to be employed.

Block 12. Proposed Nationwide Permit Activity Name or Title. Please provide a name identifying the proposed NWP activity, e.g., Windward Marina, Rolling Hills Subdivision, or Smith Commercial Center.

Block 13. Name of Waterbody. Please provide the name (if it has a name) of any stream, lake, marsh, or other waterway to be directly impacted by the NWP activity. If it is a minor (no name) stream, identify the waterbody the minor stream enters.

Block 14. Proposed Activity Street Address. If the proposed NWP activity is located at a site having a street address (not a box number), please enter it in Block 14.

Block 15. Location of Proposed Activity. Enter the latitude and longitude of where the proposed NWP activity is located. Indicate whether the project location provided is the center of the project or whether the project location is provided as the latitude and longitude for each of the "corners" of the project area requiring evaluation. If there are multiple sites, please list the latitude and longitude of each site (center or corners) on a separate sheet of paper and mark as Block 15.

Block 16. Other Location Descriptions. If available, provide the Tax Parcel Identification number of the site, Section, Township, and Range of the site (if known), and / or local Municipality where the site is located.

Block 17. Directions to the Site. Provide directions to the site from a known location or landmark. Include highway and street numbers as well as names. Also provide distances from known locations and any other information that would assist in locating the site. You may also provide a description of the location of the proposed NWP activity, such as lot numbers, tract numbers, or you may choose to locate the proposed NWP activity site from a known point (such as the right descending bank of Smith Creek, one mile downstream from the Highway 14 bridge). If a large river or stream, include the river mile of the proposed NWP activity site if known. If there are multiple locations, please indicate directions to each location on a separate sheet of paper and mark as Block 17.

Block 18. Identify the Specific Nationwide Permit(s) You Propose to Use. List the number(s) of the Nationwide Permit(s) you want to use to authorize the proposed activity (e.g., NWP 29).

Block 19. Description of the Proposed Nationwide Permit Activity. Describe the proposed NWP activity, including the direct and indirect adverse environmental effects the activity would cause. The description of the proposed activity should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal. Identify the materials to be used in construction, as well as the methods by which the work is to be done.

Provide sketches when necessary to show that the proposed NWP activity complies with the terms of the applicable NWP(s). Sketches usually clarify the activity and result in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed NWP activity (e.g.,a conceptual plan), but do not need to be detailed engineering plans.

The written descriptions and illustrations are an important part of the application. Please describe, in detail, what you wish to do. If more space is needed, attach an extra sheet of paper marked Block 19.

Block 20. Description of Proposed Mitigation Measures. Describe any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed NWP activity. The description of any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or additional mitigation measures.

Block 21. Purpose of Nationwide Permit Activity. Describe the purpose and need for the proposed NWP activity. What will it be used for and why? Also include a brief description of any related activities associated with the proposed project. Provide the approximate dates you plan to begin and complete all work.

Block 22. Quantity of Wetlands, Streams, or Other Types of Waters Directly Affected by the Proposed Nationwide Permit Activity. For discharges of dredged or fill material into waters of the United States, provide the amount of wetlands, streams, or other types of waters filled, flooded, excavated, or drained by the proposed NWP activity. For structures or work in navigable waters of the United States subject to Section 10 of the Rivers and Harbors Act of 1899, provide the amount of navigable waters filled, dredged, or occupied by one or more structures (e.g., aids to navigation, mooring buoys) by the proposed NWP activity.

For multiple NWPs, or for separate and distant crossings of waters of the United States authorized by NWPs 12 or 14, attach an extra sheet of paper marked Block 21 to provide the quantities of wetlands, streams, or other types of waters filled, flooded, excavated, or drained (or dredged or occupied by structures, if in waters subject to Section 10 of the Rivers and Harbors Act of 1899) for each NWP. For NWPs 12 and 14, include the amount of wetlands, streams, or other types of waters filled, flooded, excavated, or drained for each separate and distant crossing of waters or wetlands. If more space is needed, attach an extra sheet of paper marked Block 22.

Block 23. Identify Any Other Nationwide Permit(s), Regional General Permit(s), or Individual Permit(s) Used to Authorize Any Part of Proposed Activity or Any Related Activity. List any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. For linear projects, list other separate and distant crossings of waters and wetlands authorized by NWPs 12 or 14 that do not require PCNs. If more space is needed, attach an extra sheet of paper marked Block 23.

Block 24. Compensatory Mitigation Statement for Losses of Greater Than 1/10-Acre of Wetlands When Pre-Construction Notification is Required. Paragraph (c) of NWP general condition 23 requires compensatory mitigation at a minimum one-for-one replacement ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation is more environmentally appropriate or the adverse environmental effects of the proposed NWP activity are no more than minimal without compensatory mitigation, and provides an activity-specific waiver of this requirement. Describe the proposed compensatory mitigation for wetland losses greater than 1/10 acre, or provide an explanation of why the district engineer should not require wetland compensatory mitigation for the proposed NWP activity. If more space is needed, attach an extra sheet of paper marked Block 24.

Block 25. Is Any Portion of the Nationwide Permit Activity Already Complete? Describe any work that has already been completed for the NWP activity.

Block 26. List the Name(s) of Any Species Listed As Endangered or Threatened under the Endangered Species Act that Might be Affected by the Nationwide Permit Activity. If you are not a federal agency, and if any listed species or designated critical habitat might be affected or is in the vicinity of the proposed NWP activity, or if the proposed NWP activity is located in designated critical habitat, list the name(s) of those endangered or threatened species that might be affected by the proposed NWP activity or utilize the designated critical habitat that might be affected by the proposed NWP activity. If you are a Federal agency, and the proposed NWP activity requires a PCN, you must provide documentation demonstrating compliance with Section 7 of the Endangered Species Act.

Block 27. List Any Historic Properties that Have the Potential to be Affected by the Nationwide Permit Activity. If you are not a Federal agency, and if any historic properties have the potential to be affected by the proposed NWP activity, list the name(s) of those historic properties that have the potential to be affected by the proposed NWP activity. If you are a Federal agency, and the proposed NWP activity requires a PCN, you must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

Block 28. List the Wild and Scenic River or Congressionally Designated Study River if the Nationwide Permit Activity Would Occur in such a River. If the proposed NWP activity will occur in a river in the National Wild and Scenic River System or in a river officially designated by Congress as a “study river” under the Wild and Scenic Rivers Act, provide the name of the river. For a list of Wild and Scenic Rivers and study rivers, please visit http://www.rivers.gov/.

Block 29. Nationwide Permit Activities that also Require Permission from the Corps Under 33 U.S.C. 408. If the proposed NWP activity also requires permission from the Corps under 33 U.S.C. 408 because it will temporarily or permanently alter, occupy, or use a Corps federal authorized civil works project, indicate whether you have submitted a written request for section 408 permission from the Corps district having jurisdiction over that project.

Block 30. Other Information Required For Nationwide Permit Pre-Construction Notifications. The terms of some of the Nationwide Permits include additional information requirements for preconstruction notifications:

* NWP 3, Maintenance –information regarding the original design capacities and configurations of the outfalls, intakes, small impoundments, and canals.
* NWP 31, Maintenance of Existing Flood Control Facilities –a description of the maintenance baseline and the dredged material disposal site.
* NWP 33, Temporary Construction, Access, and Dewatering –a restoration plan showing how all temporary fills and structures will be removed and the area restored to pre-project conditions.
* NWP 44, Mining Activities –if reclamation is required by other statutes, then a copy of the final reclamation plan must be submitted with the pre-construction notification.
* NWP 45, Repair of Uplands Damaged by Discrete Events –documentation, such as a recent topographic survey or photographs, to justify the extent of the proposed restoration.
* NWP 48, Commercial Shellfish Aquaculture Activities –(1) a map showing the boundaries of the project area, with latitude and longitude coordinates for each corner of the project area; (2) the name(s) of the species that will be cultivated during the period this NWP is in effect; (3) whether canopy predator nets will be used; (4) whether suspended cultivation techniques will be used; and (5) general water depths in the project area (a detailed survey is not required).
* NWP 49, Coal Remining Activities –a document describing how the overall mining plan will result in a net increase in aquatic resource functions must be submitted to the district engineer and receive written authorization prior to commencing the activity.
* NWP 50, Underground Coal Mining Activities –if reclamation is required by other statutes, then a copy of the reclamation plan must be submitted with the pre-construction notification.

If more space is needed, attach an extra sheet of paper marked Block 30.

Block 31. Signature of Applicant or Agent. The PCN must be signed by the person proposing to undertake the NWP activity, and if applicable, the authorized party (agent) that prepared the PCN. The signature of the person proposing to undertake the NWP activity shall be an affirmation that the party submitting the PCN possesses the requisite property rights to undertake the NWP activity (including compliance with special conditions, mitigation, etc.).

DELINEATION OF WETLANDS, OTHER SPECIAL AQUATIC SITES, AND OTHER WATERS

Each PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current wetland delineation manual and regional supplement published by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. The 45 day PCN review period will not start until the delineation is submitted or has been completed by the Corps.

DRAWINGS AND ILLUSTRATIONS

General Information.

Three types of illustrations are needed to properly depict the work to be undertaken. These illustrations or drawings are identified as a Vicinity Map, a Plan View or a Typical Cross-Section Map. Identify each illustration with a figure or attachment number. For linear projects (e.g. roads, subsurface utility lines, etc.) gradient drawings should also be included. Please submit one original, or good quality copy, of all drawings on 8½x11 inch plain white paper (electronic media may be substituted). Use the fewest number of sheets necessary for your drawings or illustrations. Each illustration should identify the project, the applicant, and the type of illustration (vicinity map, plan view, or cross-section). While illustrations need not be professional (many small, private project illustrations are prepared by hand), they should be clear, accurate, and contain all necessary information.

ADDITIONAL INFORMATION AND REQUIREMENTS

For proposed NWP activities that involve discharges into waters of the United States, water quality certification from the State, Tribe, or EPA must be obtained or waived (see NWP general condition 25). Some States, Tribes, or EPA have issued water quality certification for one or more NWPs. Please check the appropriate Corps district web site to see if water quality certification has already been issued for the NWP(s) you wish to use. For proposed NWP activities in coastal states, state Coastal Zone Management Act consistency concurrence must be obtained, or a presumption of concurrence must occur (see NWP general condition 26). Some States have issued Coastal Zone Management Act consistency concurrences for one or more NWPs. Please check the appropriate Corps district web site to see if Coastal Zone Management Act consistency concurrence has already been issued for the NWP(s) you wish to use.

U.S. Army Corps of Engineers (USACE)

REQUEST FOR JURISDICTIONAL DETERMINATION (JD)

For use of this form, see Sec 404 CWA, Sec 10 RHA, Sec 103 MPRSA; the proponent agency is CECW-COR.

Form Approved -
OMB No. 0710-0024
Expires 2027-09-30

DATA REQUIRED BY THE PRIVACY ACT OF 1974

Authority Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Marine Protection, Research, and Sanctuaries Act, Section 103, 33 USC 1413; Regulatory Programs of the Corps of Engineers; Final Rule 33 CFR 320-332.

Principal Purpose The information that you provide will be used in evaluating your request to determine whether there are any aquatic resources within the review area that are or that may be subject to federal jurisdiction under the regulatory authorities referenced above.

Routine Uses This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public, and may be made available as part of a public notice or FOIA request as required by federal law. Your name and property location where federal jurisdiction is to be determined will be included in any approved jurisdictional determination (AJD), which will be made available to the public on the District's website and on the Headquarters USACE website.

Disclosure Submission of requested information is voluntary, however, if the information is not provided there may be some delay in processing your request. Failure to provide this information will not result in an adverse action.
System of Record Notice (SORN): The information received is entered into our permit tracking database and a SORN has been completed (SORN #A1145b) and may be accessed at the following website:
http://dpcld.defense.gov/Privacy/SORNsIndex/DOD-wide-SORN-Article-View/Article/570115/a1145b-ce.aspx

The Agency Disclosure Notice (ADN)

The Public reporting burden for this collection of information, 0710-0024, 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 burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

1. To (*District Name*): USACE Galveston District

2. I am requesting a JD on property located at (*Street Address*): Frenchtown Road

City/Township/Parish: Port Bolivar County: Galveston State: Texas

Acreage of Parcel/Review Area for JD: 1.18 acres

Section: N/A Township: N/A Range: N/A

Latitude (*decimal degrees*): 29.37170029° Longitude (*decimal degrees*): -94.77739716°

(*For linear projects, please include the center point of the proposed alignment.*)

3. Please attach a survey/plat map and vicinity map identifying location and review area for the JD.

4. ☐ I currently own this property. ☐ I plan to purchase this property.

☒ I am an agent/consultant acting on behalf of the requester.

☐ Other (*provide explanation*):

5. Reason for request: (*check as many as applicable*)

- [ ] I intend to construct/develop a project or perform activities on this parcel which would be designed to avoid all aquatic resources.
- [ ] I intend to construct/develop a project or perform activities on this parcel which would be designed to avoid all jurisdictional aquatic resources under Corps authority.
- [ ] I intend to construct/develop a project or perform activities on this parcel which may require authorization from the Corps, and the JD would be used to avoid and minimize impacts to jurisdictional aquatic resources and as an initial step in a future permitting process.
- [X] I intend to construct/develop a project or perform activities on this parcel which may require authorization from the Corps; this request is accompanied by my permit application and the JD is to be used in the permitting process.
- [ ] I intend to construct/develop a project or perform activities in a navigable water of the U.S. which is included on the district Section 10 list and/or is subject to the ebb and flow of the tide.
- [ ] A Corps JD is required in order to obtain my local/state authorization.
- [ ] I intend to contest jurisdiction over a particular aquatic resource and request the Corps confirm that jurisdiction does/does not exist over the aquatic resource on the parcel.
- [ ] I believe that the site may be comprised entirely of dry land.
- [ ] Other *(provide details below):*

6. Type of determination being requested:

- [ ] I am requesting an approved JD.
- [X] I am requesting a preliminary JD.
- [ ] I am requesting a "no permit required" letter as I believe my proposed activity is not regulated.
- [ ] I am requesting a verification of an aquatic resources delineation but I am not requesting a JD.
- [ ] I am unclear as to which JD I would like to request and require additional information to inform my decision.

7. Typed or Printed Name: County Judge Mark Henry

Daytime Phone No.: (281) 534-4152

Company Name: Galveston County

Email Address: zachary.smith@co.galveston.tx.us

Address: 722 Moody Ave Galveston, TX 77550

By signing below, you are indicating that you have the authority, or are acting as the duly authorized agent of a person or entity with such authority, to and do hereby grant Corps personnel right of entry to legally access the site if needed to perform the JD. Your signature shall be an affirmation that you possess the requisite property rights to request a JD on the subject property.

Signature:	Date:

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*28.

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

Consideration of authorizing the abatement of a public nuisance located at 15325 Cedar St., Santa Fe, TX 77510, submitted by Nuisance Abatement

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	5/29/26 2:06 pm
2	Dianna Martinez	Approve	6/1/26 3:51 pm

ID	4210	Pictures / Links:	Currently Corrected? ☐	Investigated by:	Jack Ellison

Site Information

CAD Acct #	1160-0077-0006-001
Site Address	15325 Cedar St
Site City	Santa Fe
Site State	TX
Site Zip	77517
Legal Desc	ABST 612 I & G N RR SUR SEC 18 PT OF LOT F (6-1) BLK 77 ANGELL RUNGE ADDN

Owner Information

Last Name	Merchant
First Name	Michael D
Mailing Address	15325 Cedar
Mailing City	Santa Fe
Mailing State	TX
Mailing Zip	77510

Occupant Information

Last Name	
First Name	
Mailing Address	
Mailing City	
Mailing State	TX
Mailing Zip	

Comments 10/17/19 Mr. Merchant appeared in court was fined for his violation and judge stated I could file on him again in 30 days if problem not corrected.

History

Date	Action	Type	Quantity	Comme
5/22/2018	Complaint Received	Nuisance Abatement	0	
5/22/2018	Investigated		0	
5/24/2018	Notice Sent	NTA reg & cert: 7017 0190 0001 0008 1078	0	2 & 3
5/26/2018	Green Card Received	7017 0190 0001 0008 1078	0	signed by Michael M
6/27/2018	Check Back		0	COMPLETED 08/16/2018 chec
8/16/2018	Follow Up		0	still valid per JRE
8/22/2018	Charges	against Michael Merchant	2	2 & 3
5/13/2019	Charges	Michael Merchant paid court charges	0	
5/13/2019	Follow Up		0	still valid per JRE
5/17/2019	Notice Sent	NTA reg & cert: 7017 0660 0000 3536 4844	0	2 & 3

Date	Action	Type	Quantity	Comme
6/11/2019	Notice Returned	7017 0660 0000 3536 4844	0	unclaimed
7/12/2019	Check Back		0	COMPLETED 07/25/2019 chec
7/25/2019	Follow Up		0	still valid per JRE
8/5/2019	Charges	against Michael D Merchant	2	2 & 3
10/17/2019	Court	Judge fined Mr. Merchant	0	PL represented JE in court.
11/18/2019	Charges	against Michael D Merchant	2	2 & 3
2/26/2021	Notice Sent	NTA reg & cert: 7016 0340 0000 1811 3803	0	2 & 3
3/12/2021	Green Card Received	7016 0340 0000 1811 3803	0	Michael Merchant
4/13/2021	Check Back		0	COMPLETED 06/08/2021 JE -
6/8/2021	Follow Up		0	valid
6/9/2021	Charges	against Michael Merchant	2	2 & 3 - JRE
7/8/2021	Charges	against Michael Merchant	2	2 & 3 - JRE - paid fine from 1st
2/21/2023	Complaint Received	Nuisance Abatement	0	
2/21/2023	Investigated		0	JRE
2/27/2023	Notice Sent	NTA reg & cert: 7020 0090 0000 0347 1131	0	2 & 3
3/21/2023	Notice Returned	7020 0090 0000 0347 1131	0	unclaimed
4/22/2023	Check Back		0	COMPLETED 05/04/2023 JRE
5/4/2023	Follow Up		0	still valid per JRE
5/5/2023	Charges	against Michael D Merchant	2	2 & 3
3/20/2024	Complaint Received	Nuisance Abatement	0	
3/20/2024	Investigated		0	JRE
4/19/2024	Notice Sent	NTA reg & cert: 7020 0090 0000 0347 6976	0	2 & 3
5/7/2024	Green Card Received	7020 0090 0000 0347 6976	0	unreadable
6/8/2024	Check Back		0	COMPLETED JRE check back
6/28/2024	Charges	AGAINST MERCHANT,MICHAEL	2	JACK 2 &3
10/1/2024	Charges	against merchant,michael	2	Jack 2,3

7017 0190 0001 0008 1078

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT 4210
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

05/24/2018

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Postmark Here

Sent To
Michael D Merchant

Street and Apt. No., or PO Box No.
15325 Cedar

City, State, ZIP+4®
Santa Fe, TX 77510

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Jack Ellison
Nuisance Abatement Officer

Phone: 409-766-4509
Fax: 409-766-4510

Galveston County
Nuisance Abatement Program

COUNTY OF GALVESTON
NOTICE TO ABATE PUBLIC NUISANCE

ID #: 4210

TO: Michael D Merchant
15325 Cedar
Santa Fe, TX 77510

DATE: May 23, 2018
(X) Owner ( ) Lessee ( ) Occupant ( ) Agent
( ) Person in charge of the Premises

Via Certified Mail: 7017 0190 0001 0008 1078

DEAR: Michael D Merchant:

An investigation by the undersigned of property owned (X), occupied ( ) by you, located at 15325 Cedar St, Santa Fe, TX reveals conditions, as checked below, which constitute a public nuisance under Ch. 343 Texas Health & Safety Code, The Neighborhood Nuisance Act:

LEGAL DESCRIPTION: ABST 612 I & G N RR SUR SEC 18 PT OF LOT F (6-1) BLK 77 ANGELL RUNGE ADDN

☐ 1. Keeping, storing, or accumulating refuse on the premises in a neighborhood unless the refuse us entirely contained in a closed receptacle.

☒ 2. Keeping, storing, or accumulating rubbish, including newspapers, abandoned vehicles, refrigerators, stoves, furniture, tires and cans on premises in a neighborhood for ten (10) days or more unless the rubbish or object is completely within building or is not visible from a public street.

☒ 3. Maintaining premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or other disease-carrying pests.

☐ 4. Allowing weeds to grow on premises in a neighborhood if such weeds are located within 300 feet of another residence or commercial establishment.

☐ 5. Maintaining a building in a manner that is structurally unsafe or that constitutes a hazard to safety, health, or public welfare because of inadequate maintenance, unsanitary conditions, dilapidation, obsolescence, disaster, damage, or abandonment or because it constitutes a fire hazard.

☐ 6. Maintaining on abandoned and unoccupied property in a neighborhood a swimming pool that is not protected with:

(A) a fence that is at least four (4) feet high and that has a latched gate that cannot be opened by a child; or
(B) a cover over the entire swimming pool that cannot be removed by a child.

☐ 7. Maintaining a flea market in a manner that constitutes a fire hazard.

☐ 8. Discarding refuse or creating a hazardous visual obstruction on:

(A) county owned land; or
(B) land or easements owned by or held by a special district that has the County Commissioner's Court as its governing body.

☐ 9. Discarding refuse on the smaller of:

(A) the area that spans 20 feet on each side of a utility line; or
(B) the actual span of the utility easement.

YOU HAVE THIRTY (30) DAYS FROM THE DATE ON WHICH YOU RECEIVE THIS NOTICE TO ABATE THE NUISANCE

1620 Gill Rd * Dickinson, TX 77539

The Neighborhood Nuisance Act provides that criminal prosecution or civil action may be initiated if any of the foregoing nuisances remains unabated after the thirtieth day from your receipt of this notice. Your failure to abate a nuisance as required by law may result in one or more of the following:

a. A misdemeanor punishable by a fine of not less than $50 nor more than $200 for a first offense.

b. A fine of not less than $200 nor more than $1000 and confinement in jail for not more than six (6) months for a subsequent offense.

c. County-ordered abatement.

d. Abatement by the County, with the assessment of costs against you or, if you are the Owner, an attachment of a lien on the property.

If the County initiates abatement procedures under section (d) above, you have the right to a hearing. You are entitled to submit, no later than the thirtieth day after the date on which the notice is served, a written request for a hearing along with a representative of your choice to appear at the hearing to present evidence, examine witnesses, and argue on your behalf.

If you request a hearing you must furnish the name and address of the person to be notified of the date, time and place of the hearing.

A request for a hearing does not preclude criminal prosecution by the State or the filing of a civil suit by the County of Galveston.

Please contact me if you have any questions regarding this matter.

Sincerely,

Jack Ellison, Nuisance Abatement Officer
Galveston County Nuisance Abatement Program

Received by: _____ Date: _____

Title: _____

D-246

No. _____

COMPLAINT

THE STATE OF TEXAS

vs.

Michael D Merchant

[redacted]

Filed _____ day of _____, 20_____

Justice of the Peace, Precinct No. _____,

Galveston County, Texas

WITNESSES:

Jack Ellison

Galveston County Nuisance Abatement Officer

(409) 766-4509

D-246--COMPLAINT--(Short Form)--Class 2 (Arts. 45, 16 and 45, 17, C.C.P.)

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS:

BEFORE ME, the undersigned authority, on this day personally appeared Jack Ellison, Galveston County Nuisance Abatement Officer, who, after being by me duly sworn, on oath deposes and says: That heretofore, to-wit, on or about the 28TH day of JUNE, A.D., 2024, and before the making and filing of this Complaint, in the County of Galveston and State of Texas, Michael D Merchant, of 15325 Cedar, Santa Fe, TX did then unlawfully* violate Ch. 343 of the Texas Health and Safety Code, The Neighborhood Nuisance Act, Section 343.011 (3) maintaining premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or disease-carrying pests at 15325 Cedar St Santa Fe against the peace and dignity of the State.

_____

Jack Ellison, R.S. Complainant

Sworn to and subscribed before me, this _____ day of _____, A.D. 20 _____

_____ _____

NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS
COMMISSION EXPIRES: _____

JUSTICE OF THE PEACE, PCT. _____

***Here describe specifically the offence committed**

Galveston County, Texas



U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

4210

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

05/17/2019

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Postmark Here

Sent To: Michael D Merchant

Street and Apt. No., or PO Box No.: 15325 Cedar

City, State, ZIP+4®: Santa Fe, TX 77510

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructio

7017 0660 0000 3536 4844

Jack Ellison
Nuisance Abatement Officer

Phone: 409-766-4509
Fax: 409-766-4510

Galveston County
Nuisance Abatement Program

COUNTY OF GALVESTON
NOTICE TO ABATE PUBLIC NUISANCE

ID #: 4210

TO: Michael D Merchant
15325 Cedar
Santa Fe, TX 77510

DATE: May 16, 2019
(X) Owner ( ) Lessee ( ) Occupant ( ) Agent
( ) Person in charge of the Premises

Via Certified Mail: 7017 0660 0000 3536 4844

DEAR: Michael D Merchant:

An investigation by the undersigned of property owned (X), occupied ( ) by you, located at 15325 Cedar St, Santa Fe, TX reveals conditions, as checked below, which constitute a public nuisance under Ch. 343 Texas Health & Safety Code, The Neighborhood Nuisance Act:

LEGAL DESCRIPTION: ABST 612 I & G N RR SUR SEC 18 PT OF LOT F (6-1) BLK 77 ANGELL RUNGE ADDN

☐ 1. Keeping, storing, or accumulating refuse on the premises in a neighborhood unless the refuse us entirely contained in a closed receptacle.

☒ 2. Keeping, storing, or accumulating rubbish, including newspapers, abandoned vehicles, refrigerators, stoves, furniture, tires and cans on premises in a neighborhood for ten (10) days or more unless the rubbish or object is completely within building or is not visible from a public street.

☒ 3. Maintaining premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or other disease-carrying pests.

☐ 4. Allowing weeds to grow on premises in a neighborhood if such weeds are located within 300 feet of another residence or commercial establishment.

☐ 5. Maintaining a building in a manner that is structurally unsafe or that constitutes a hazard to safety, health, or public welfare because of inadequate maintenance, unsanitary conditions, dilapidation, obsolescence, disaster, damage, or abandonment or because it constitutes a fire hazard.

☐ 6. Maintaining on abandoned and unoccupied property in a neighborhood a swimming pool that is not protected with:

(A) a fence that is at least four (4) feet high and that has a latched gate that cannot be opened by a child; or
(B) a cover over the entire swimming pool that cannot be removed by a child.

☐ 7. Maintaining a flea market in a manner that constitutes a fire hazard.

☐ 8. Discarding refuse or creating a hazardous visual obstruction on:.

(A) county owned land; or
(B) land or easements owned by or held by a special district that has the County Commissioner's Court as its governing body.

☐ 9. Discarding refuse on the smaller of:

(A) the area that spans 20 feet on each side of a utility line; or
(B) the actual span of the utility easement.

YOU HAVE THIRTY (30) DAYS FROM THE DATE ON WHICH YOU RECEIVE THIS NOTICE TO ABATE THE NUISANCE

1620 Gill Rd * Dickinson, TX 77539

The Neighborhood Nuisance Act provides that criminal prosecution or civil action may be initiated if any of the foregoing nuisances remains unabated after the thirtieth day from your receipt of this notice. Your failure to abate a nuisance as required by law may result in one or more of the following:

a. A misdemeanor punishable by a fine of not less than $50 nor more than $200 for a first offense.

b. A fine of not less than $200 nor more than $1000 and confinement in jail for not more than six (6) months for a subsequent offense.

c. County-ordered abatement.

d. Abatement by the County, with the assessment of costs against you or, if you are the Owner, an attachment of a lien on the property.

If the County initiates abatement procedures under section (d) above, you have the right to a hearing. You are entitled to submit, no later than the thirtieth day after the date on which the notice is served, a written request for a hearing along with a representative of your choice to appear at the hearing to present evidence, examine witnesses, and argue on your behalf.

If you request a hearing you must furnish the name and address of the person to be notified of the date, time and place of the hearing.

A request for a hearing does not preclude criminal prosecution by the State or the filing of a civil suit by the County of Galveston.

Please contact me if you have any questions regarding this matter.

Sincerely,

Jack Ellison, Nuisance Abatement Officer
Galveston County Nuisance Abatement Program

Received by: _____ Date: _____

Title: _____

D-246

No. _____

COMPLAINT

THE STATE OF TEXAS

vs.

Michael D Merchant

Site: 15325 Cedar St Santa Fe, TX

Mailing: 15325 Cedar Santa Fe, TX 77510

Filed _____ day of _____, 20____

_____

Justice of the Peace, Precinct No. _____,

Galveston County, Texas

WITNESSES:

Jack Ellison

Galveston County Nuisance Abatement Officer

(409) 766-4509

D-246--COMPLAINT--(Short Form)--Class 2 (Arts. 45, 16 and 45, 17, C.C.P.)

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS:

BEFORE ME, the undersigned authority, on this day personally appeared Jack Ellison, Galveston County Nuisance Abatement Officer, who, after being by me duly sworn, on oath deposes and says: That heretofore, to-wit, on or about the 5th day of August, A.D., 2019, and before the making and filing of this Complaint, in the County of Galveston and State of Texas, Michael D Merchant, of 15325 Cedar, Santa Fe, TX did then unlawfully* violate Ch. 343 of the Texas Health and Safety Code, The Neighborhood Nuisance Act, Section 343.011 (3) by maintaining premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or disease-carrying pests at 15325 Cedar St Santa Fe against the peace and dignity of the State.

Jack Ellison, R.S. Complainant

Sworn to and subscribed before me, this _____ day of _____, A.D. 20 _____

NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS
COMMISSION EXPIRES: _____

JUSTICE OF THE PEACE, PCT. _____

*Here describe specifically the offence committed

Galveston County, Texas

4210

D-246

No. _____

COMPLAINT

THE STATE OF TEXAS

vs.

Michael D Merchant

Site: 15325 Cedar St Santa Fe, TX

Mailing: 15325 Cedar Santa Fe, TX 77510

Filed _____ day of _____, 20____

Justice of the Peace, Precinct No. _____,

Galveston County, Texas

WITNESSES:

Jack Ellison

Galveston County Nuisance Abatement Officer

(409) 766-4509

D-246--COMPLAINT--(Short Form)--Class 2 (Arts. 45, 16 and 45, 17, C.C.P.)

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS:

BEFORE ME, the undersigned authority, on this day personally appeared Jack Ellison, Galveston County Nuisance Abatement Officer, who, after being by me duly sworn, on oath deposes and says: That heretofore, to-wit, on or about the 5th day of August, A.D., 2019, and before the making and filing of this Complaint, in the County of Galveston and State of Texas, Michael D Merchant, of 15325 Cedar, Santa Fe, TX did then unlawfully* violate Ch. 343 of the Texas Health and Safety Code, The Neighborhood Nuisance Act, Section 343.011 (2) by keeping, storing, or accumulating rubbish, including newspapers, abandoned vehicles, refrigerators, stoves, furniture, tires, and cans, on premises in a neighborhood or within 300 feet of a public street for 10 days or more, unless the rubbish or object is completely enclosed in a building or is not visible from a public street at 15325 Cedar St Santa Fe against the peace and dignity of the State.

_____
Jack Ellison, R.S. Complainant

Sworn to and subscribed before me, this _____ day of _____, A.D. 20 _____

_____ _____
NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS
COMMISSION EXPIRES: _____

JUSTICE OF THE PEACE, PCT. _____

*Here describe specifically the offence committed

Galveston County, Texas

4210

D-246

No. _____

COMPLAINT

THE STATE OF TEXAS

vs.

Michael D Merchant

Site: 15325 Cedar St Santa Fe, TX

Mailing: 15325 Cedar Santa Fe, TX 77510

Filed _____ day of _____, 20____

Justice of the Peace, Precinct No. _____,

Galveston County, Texas

WITNESSES:

Jack Ellison

Galveston County Nuisance Abatement Officer

(409) 766-4509

D-246--COMPLAINT--(Short Form)--Class 2 (Arts. 45, 16 and 45, 17, C.C.P.)

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS:

BEFORE ME, the undersigned authority, on this day personally appeared Jack Ellison, Galveston County Nuisance Abatement Officer, who, after being by me duly sworn, on oath deposes and says: That heretofore, to-wit, on or about the 18th day of November, A.D., 2019, and before the making and filing of this Complaint, in the County of Galveston and State of Texas, Michael D Merchant, of 15325 Cedar, Santa Fe, TX did then unlawfully* violate Ch. 343 of the Texas Health and Safety Code, The Neighborhood Nuisance Act, Section 343.011 (3) by maintaining premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or disease-carrying pests at 15325 Cedar St Santa Fe against the peace and dignity of the State.

_____

Jack Ellison, R.S. Complainant

Sworn to and subscribed before me, this _____ day of _____, A.D. 20 _____

_____ _____

NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS
COMMISSION EXPIRES: _____

JUSTICE OF THE PEACE, PCT. _____

***Here describe specifically the offence committed**

Galveston County, Texas

4210

D-246

No. _____

COMPLAINT

THE STATE OF TEXAS

vs.

Michael D Merchant

Site: 15325 Cedar St Santa Fe, TX

Mailing: 15325 Cedar Santa Fe, TX 77510

Filed _____ day of _____, 20_____

_____

Justice of the Peace, Precinct No. _____,

Galveston County, Texas

WITNESSES:

Jack Ellison

Galveston County Nuisance Abatement Officer

(409) 766-4509

D-246--COMPLAINT--(Short Form)--Class 2 (Arts. 45, 16 and 45, 17, C.C.P.)

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS:

BEFORE ME, the undersigned authority, on this day personally appeared Jack Ellison, Galveston County Nuisance Abatement Officer, who, after being by me duly sworn, on oath deposes and says: That heretofore, to-wit, on or about the 18th day of November, A.D., 2019, and before the making and filing of this Complaint, in the County of Galveston and State of Texas, Michael D Merchant, of 15325 Cedar, Santa Fe, TX did then unlawfully* violate Ch. 343 of the Texas Health and Safety Code, The Neighborhood Nuisance Act, Section 343.011 (2) by keeping, storing, or accumulating rubbish, including newspapers, abandoned vehicles, refrigerators, stoves, furniture, tires, and cans, on premises in a neighborhood or within 300 feet of a public street for 10 days or more, unless the rubbish or object is completely enclosed in a building or is not visible from a public street at 15325 Cedar St Santa Fe against the peace and dignity of the State.

Jack Ellison, R.S. Complainant

Sworn to and subscribed before me, this _____ day of _____, A.D. 20 _____

NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS
COMMISSION EXPIRES: _____

JUSTICE OF THE PEACE, PCT. _____

*Here describe specifically the offence committed

Galveston County, Texas

4210

7016 0340 0000 1811 3803

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Postmark Here

Sent To
Michael D Merchant

Street and Apt. No., or PO Box No.
1532S Cedar

City, State, ZIP+4®
Santa Fe, TX 77510

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Jack Ellison
Nuisance Abatement Officer

Phone: 409-766-4509
Fax: 409-766-4510

Galveston County
Nuisance Abatement Program

COUNTY OF GALVESTON
NOTICE TO ABATE PUBLIC NUISANCE

ID #: 4210

TO: Michael D Merchant
15325 Cedar
Santa Fe, TX 77510

DATE: February 25, 2021
(X) Owner ( ) Lessee ( ) Occupant ( ) Agent
( ) Person in charge of the Premises

Via Certified Mail: 7016 0340 0000 1811 3803

DEAR: Michael D Merchant:

An investigation by the undersigned of property owned (X), occupied ( ) by you, located at 15325 Cedar St, Santa Fe, TX reveals conditions, as checked below, which constitute a public nuisance under Ch. 343 Texas Health & Safety Code, The Neighborhood Nuisance Act:

LEGAL DESCRIPTION: abst 612 I & G N RR SUR SEC 18 pt of lot F (6-1) blk 77 angell runge addn

☐ 1. Keeping, storing, or accumulating refuse on the premises in a neighborhood unless the refuse is entirely contained in a closed receptacle.

☒ 2. Keeping, storing, or accumulating rubbish, including newspapers, abandoned vehicles, refrigerators, stoves, furniture, tires and cans on premises in a neighborhood for ten (10) days or more unless the rubbish or object is completely within building or is not visible from a public street.

☒ 3. Maintaining premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or other disease-carrying pests.

☐ 4. Allowing weeds to grow on premises in a neighborhood if such weeds are located within 300 feet of another residence or commercial establishment.

☐ 5. Maintaining a building in a manner that is structurally unsafe or that constitutes a hazard to safety, health, or public welfare because of inadequate maintenance, unsanitary conditions, dilapidation, obsolescence, disaster, damage, or abandonment or because it constitutes a fire hazard.

☐ 6. Maintaining on abandoned and unoccupied property in a neighborhood a swimming pool that is not protected with:

(A) a fence that is at least four (4) feet high and that has a latched and locked gate; and
(B) a cover over the entire swimming pool that cannot be removed by a child.

☐ 7. Maintaining on any property in a neighborhood in a county with a population of more than 1.1 million a swimming pool that is not protected with:

(A) A fence that is at least four (4) feet high and that has a latched gate that cannot be opened by a child; or
(B) A cover over the entire swimming pool that cannot be removed by a child.

☐ 8. Maintaining a flea market in a manner that constitutes a fire hazard.

☐ 9. Discarding refuse or creating a hazardous visual obstruction on:

(A) county owned land; or
(B) land or easements owned by or held by a special district that has the County Commissioner's Court as its governing body.

☐ 10. Discarding refuse on the smaller of:

(A) the area that spans 20 feet on each side of a utility line; or
(B) the actual span of the utility easement.

☐ 11. Filling or blocking a drainage easement, failing to maintain a drainage easement, maintaining a drainage easement in a manner that allows the easement to be clogged with debris, sediment, or vegetation, or violating an agreement with the county to improve or maintain a drainage easement.

☐ 12. Discarding refuse on property that is not authorized for that activity.

☐ 13. Allowing surface discharge from an on-site sewage disposal system.

You have thirty (30) days from the date on which you receive this notice to abate the nuisance.

The Neighborhood Nuisance Act provides that criminal prosecution or civil action may be initiated if any of the foregoing nuisances remains unabated after the thirtieth day from your receipt of this notice. Your failure to abate a nuisance as required by law may result in one or more of the following:

a. A misdemeanor punishable by a fine of not less than $50 nor more than $200 for a first offense.

b. A fine of not less than $200 nor more than $1000 and confinement in jail for not more than six (6) months for a subsequent offense.

c. County-ordered abatement.

d. Abatement by the County, with the assessment of costs against you or, if you are the Owner, an attachment of a lien on the property.

If the County initiates abatement procedures under section (d) above, you have the right to a hearing. You are entitled to submit, no later than the thirtieth day after the date on which the notice is served, a written request for a hearing along with a representative of your choice to appear at the hearing to present evidence, examine witnesses, and argue on your behalf.

If you request a hearing you must furnish the name and address of the person to be notified of the date, time and place of the hearing.

A request for a hearing does not preclude criminal prosecution by the State or the filing of a civil suit by the County of Galveston.

Please contact me if you have any questions regarding this matter.

Sincerely,

Jack R. Ellison Jr.

Jack Ellison, Nuisance Abatement Officer
Galveston County Nuisance Abatement Program

D-246

No. _____

COMPLAINT

THE STATE OF TEXAS

vs.

Michael D Merchant

Site: 15325 Cedar St Santa Fe, TX

Mailing: 15325 Cedar Santa Fe, TX 77510

Filed _____ day of _____, 20____

Justice of the Peace, Precinct No. _____,

Galveston County, Texas

WITNESSES:

Jack Ellison

Galveston County Nuisance Abatement Officer

(409) 766-4509

D-246--COMPLAINT--(Short Form)--Class 2 (Arts. 45, 16 and 45, 17, C.C.P.)

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS:

BEFORE ME, the undersigned authority, on this day personally appeared Jack Ellison, Galveston County Nuisance Abatement Officer, who, after being by me duly sworn, on oath deposes and says: That heretofore, to-wit, on or about the 9th day of June, A.D., 2021, and before the making and filing of this Complaint, in the County of Galveston and State of Texas, Michael D Merchant, of 15325 Cedar, Santa Fe, TX did then unlawfully* violate Ch. 343 of the Texas Health and Safety Code, The Neighborhood Nuisance Act, Section 343.011 (2) by keeping, storing, or accumulating rubbish, including newspapers, abandoned vehicles, refrigerators, stoves, furniture, tires, and cans, on premises in a neighborhood or within 300 feet of a public street for 10 days or more, unless the rubbish or object is completely enclosed in a building or is not visible from a public street at 15325 Cedar St Santa Fe against the peace and dignity of the State.

Jack Ellison, R.S. Complainant

Sworn to and subscribed before me, this _____ day of _____, A.D. 20 _____

NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS
COMMISSION EXPIRES: _____

JUSTICE OF THE PEACE, PCT. _____

*Here describe specifically the offence committed

Galveston County, Texas

4210

D-246

No. _____

COMPLAINT

THE STATE OF TEXAS

vs.

Michael D Merchant

Site: 15325 Cedar St Santa Fe, TX

Mailing: 15325 Cedar Santa Fe, TX 77510

Filed _____ day of _____, 20_____

Justice of the Peace, Precinct No. _____,

Galveston County, Texas

WITNESSES:

Jack Ellison

Galveston County Nuisance Abatement Officer

(409) 766-4509

D-246--COMPLAINT--(Short Form)--Class 2 (Arts. 45, 16 and 45, 17, C.C.P.)

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS:

BEFORE ME, the undersigned authority, on this day personally appeared Jack Ellison, Galveston County Nuisance Abatement Officer, who, after being by me duly sworn, on oath deposes and says: That heretofore, to-wit, on or about the 9th day of June, A.D., 2021, and before the making and filing of this Complaint, in the County of Galveston and State of Texas, Michael D Merchant, of 15325 Cedar, Santa Fe, TX did then unlawfully* violate Ch. 343 of the Texas Health and Safety Code, The Neighborhood Nuisance Act, Section 343.011 (3) by maintaining premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or disease-carrying pests at 15325 Cedar St Santa Fe against the peace and dignity of the State.

_____
Jack Ellison, R.S. Complainant

Sworn to and subscribed before me, this _____ day of _____, A.D. 20 _____

_____ _____
NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS
COMMISSION EXPIRES: _____

JUSTICE OF THE PEACE, PCT. _____

*Here describe specifically the offence committed

Galveston County, Texas

4210

D-246

No. _____

COMPLAINT

THE STATE OF TEXAS

vs.

Michael D Merchant

Site: 15325 Cedar St Santa Fe, TX

Mailing: 15325 Cedar Santa Fe, TX 77510

Filed _____ day of _____, 20____

Justice of the Peace, Precinct No. _____,

Galveston County, Texas

WITNESSES:

Jack Ellison

Galveston County Nuisance Abatement Officer

(409) 766-4509

D-246--COMPLAINT--(Short Form)--Class 2 (Arts. 45, 16 and 45, 17, C.C.P.)

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS:

BEFORE ME, the undersigned authority, on this day personally appeared Jack Ellison, Galveston County Nuisance Abatement Officer, who, after being by me duly sworn, on oath deposes and says: That heretofore, to-wit, on or about the 8th day of July, A.D., 2021, and before the making and filing of this Complaint, in the County of Galveston and State of Texas, Michael D Merchant, of 15325 Cedar, Santa Fe, TX did then unlawfully* violate Ch. 343 of the Texas Health and Safety Code, The Neighborhood Nuisance Act, Section 343.011 (2) by keeping, storing, or accumulating rubbish, including newspapers, abandoned vehicles, refrigerators, stoves, furniture, tires, and cans, on premises in a neighborhood or within 300 feet of a public street for 10 days or more, unless the rubbish or object is completely enclosed in a building or is not visible from a public street at 15325 Cedar St Santa Fe against the peace and dignity of the State.

_____
Jack Ellison, R.S. Complainant

Sworn to and subscribed before me, this _____ day of _____, A.D. 20 _____

_____ _____
NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS
COMMISSION EXPIRES: _____

JUSTICE OF THE PEACE, PCT. _____

*Here describe specifically the offense committed

Galveston County, Texas

4210

D-246

No. _____

COMPLAINT

THE STATE OF TEXAS

vs.

Michael D Merchant

Site: 15325 Cedar St Santa Fe, TX

Mailing: 15325 Cedar Santa Fe, TX 77510

Filed _____ day of _____, 20_____

Justice of the Peace, Precinct No. _____,

Galveston County, Texas

WITNESSES:

Jack Ellison

Galveston County Nuisance Abatement Officer

(409) 766-4509

D-246--COMPLAINT--(Short Form)--Class 2 (Arts. 45, 16 and 45, 17, C.C.P.)

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS:

BEFORE ME, the undersigned authority, on this day personally appeared Jack Ellison, Galveston County Nuisance Abatement Officer, who, after being by me duly sworn, on oath deposes and says: That heretofore, to-wit, on or about the 8th day of July, A.D., 2021, and before the making and filing of this Complaint, in the County of Galveston and State of Texas, Michael D Merchant, of 15325 Cedar, Santa Fe, TX did then unlawfully* violate Ch. 343 of the Texas Health and Safety Code, The Neighborhood Nuisance Act, Section 343.011 (3) by maintaining premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or disease-carrying pests at 15325 Cedar St Santa Fe against the peace and dignity of the State.

Jack Ellison, R.S. Complainant

Sworn to and subscribed before me, this _____ day of _____, A.D. 20 _____

NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS
COMMISSION EXPIRES: _____

JUSTICE OF THE PEACE, PCT. _____

*Here describe specifically the offence committed

Galveston County, Texas

4210

7020 0090 0000 0347 6976

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT 4210
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE 04/19/2025

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Postmark Here

Sent To
Michael D Merchant

Street and Apt. No., or PO Box No.
15325 Cedar

City, State, ZIP+4®
Santa Fe, TX 77510

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 0090 0000 0347 6976

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT 4210
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE 04/19/2024

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Postmark Here

Sent To Michael D Merchant
15325 Cedar
Street and Apt. No., or PO Box No.
Santa Fe, TX 77510
City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Jack Ellison
Nuisance Abatement Officer

Phone: 409-766-4509
Fax: 409-766-4510

Galveston County
Nuisance Abatement Program

COUNTY OF GALVESTON
NOTICE TO ABATE PUBLIC NUISANCE

ID #: 4210

TO: Michael D Merchant
15325 Cedar
Santa Fe, TX 77510

DATE: April 19, 2024
(X) Owner ( ) Lessee ( ) Occupant ( ) Agent
( ) Person in charge of the Premises

Via Certified Mail: 7020 0090 0000 0347 6976

DEAR: Michael D Merchant:

An investigation by the undersigned of property owned (X), occupied ( ) by you, located at 15325 Cedar St, Santa Fe, TX reveals conditions, as checked below, which constitute a public nuisance under Ch. 343 Texas Health & Safety Code, The Neighborhood Nuisance Act:

LEGAL DESCRIPTION: abst 612 I & G N RR SUR SEC 18 pt of lot F (6-1) blk 77 angell runge addn

☐ 1. Keeping, storing, or accumulating refuse on the premises in a neighborhood unless the refuse is entirely contained in a closed receptacle.

☒ 2. Keeping, storing, or accumulating rubbish, including newspapers, abandoned vehicles, refrigerators, stoves, furniture, tires and cans on premises in a neighborhood for ten (10) days or more unless the rubbish or object is completely within building or is not visible from a public street.

☒ 3. Maintaining premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or other disease-carrying pests.

☐ 4. Allowing weeds to grow on premises in a neighborhood if such weeds are located within 300 feet of another residence or commercial establishment.

☐ 5. Maintaining a building in a manner that is structurally unsafe or that constitutes a hazard to safety, health, or public welfare because of inadequate maintenance, unsanitary conditions, dilapidation, obsolescence, disaster, damage, or abandonment or because it constitutes a fire hazard.

☐ 6. Maintaining on abandoned and unoccupied property in a neighborhood a swimming pool that is not protected with:

(A) a fence that is at least four (4) feet high and that has a latched and locked gate; and
(B) a cover over the entire swimming pool that cannot be removed by a child.

☐ 7. Maintaining on any property in a neighborhood in a county with a population of more than 1.1 million a swimming pool that is not protected with:

(A) A fence that is at least four (4) feet high and that has a latched gate that cannot be opened by a child; or
(B) A cover over the entire swimming pool that cannot be removed by a child.

☐ 8. Maintaining a flea market in a manner that constitutes a fire hazard.

☐ 9. Discarding refuse or creating a hazardous visual obstruction on:

(A) county owned land; or
(B) land or easements owned by or held by a special district that has the County Commissioner's Court as its governing body.

☐ 10. Discarding refuse on the smaller of:

(A) the area that spans 20 feet on each side of a utility line; or
(B) the actual span of the utility easement.

☐ 11. Filling or blocking a drainage easement, failing to maintain a drainage easement, maintaining a drainage easement in a manner that allows the easement to be clogged with debris, sediment, or vegetation, or violating an agreement with the county to improve or maintain a drainage easement.

☐ 12. Discarding refuse on property that is not authorized for that activity.

☐ 13. Allowing surface discharge from an on-site sewage disposal system.

You have thirty (30) days from the date on which you receive this notice to abate the nuisance.

The Neighborhood Nuisance Act provides that criminal prosecution or civil action may be initiated if any of the foregoing nuisances remains unabated after the thirtieth day from your receipt of this notice. Your failure to abate a nuisance as required by law may result in one or more of the following:

a. A misdemeanor punishable by a fine of not less than $50 nor more than $200 for a first offense.

b. A fine of not less than $200 nor more than $1000 and confinement in jail for not more than six (6) months for a subsequent offense.

c. County-ordered abatement.

d. Abatement by the County, with the assessment of costs against you or, if you are the Owner, an attachment of a lien on the property.

If the County initiates abatement procedures under section (d) above, you have the right to a hearing. You are entitled to submit, no later than the thirtieth day after the date on which the notice is served, a written request for a hearing along with a representative of your choice to appear at the hearing to present evidence, examine witnesses, and argue on your behalf.

If you request a hearing you must furnish the name and address of the person to be notified of the date, time and place of the hearing.

A request for a hearing does not preclude criminal prosecution by the State or the filing of a civil suit by the County of Galveston.

Please contact me if you have any questions regarding this matter.

Sincerely,

Jack R. Ellison Jr.

Jack Ellison, Nuisance Abatement Officer
Galveston County Nuisance Abatement Program

D-246

No. _____

COMPLAINT

THE STATE OF TEXAS

vs.

Michael D Merchant

[redacted]

Filed _____ day of _____, 20_____

Justice of the Peace, Precinct No. _____,

Galveston County, Texas

WITNESSES:

Jack Ellison

Galveston County Nuisance Abatement Officer

(409) 766-4509

4210
2+3

D-246--COMPLAINT--(Short Form)--Class 2 (Arts. 45, 16 and 45, 17, C.C.P.)

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS:

BEFORE ME, the undersigned authority, on this day personally appeared Jack Ellison, Galveston County Nuisance Abatement Officer, who, after being by me duly sworn, on oath deposes and says: That heretofore, to-wit, on or about the 28TH day of JUNE, A.D., 2024, and before the making and filing of this Complaint, in the County of Galveston and State of Texas, Michael D Merchant, of 15325 Cedar, Santa Fe, TX did then unlawfully* violate Ch. 343 of the Texas Health and Safety Code, The Neighborhood Nuisance Act, Section 343.011 (2) by keeping, storing, or accumulating rubbish, including newspapers, abandoned vehicles, refrigerators, stoves, furniture, tires, and cans, on premises in a neighborhood or within 300 feet of a public street for 10 days or more, unless the rubbish or object is completely enclosed in a building or is not visible from a public street at 15325 Cedar St Santa Fe against the peace and dignity of the State.

Jack Ellison, R.S. Complainant

Sworn to and subscribed before me, this _____ day of _____, A.D. 20 _____

NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS
COMMISSION EXPIRES: _____

JUSTICE OF THE PEACE, PCT. _____

*Here describe specifically the offence committed

Galveston County, Texas

D-246

No. _____

COMPLAINT

THE STATE OF TEXAS

vs.

Michael D Merchant

[redacted]

Mailing: 15325 Cedar Santa Fe, TX 77510

Filed _____ day of _____, 20____

_____

Justice of the Peace, Precinct No. _____,

Galveston County, Texas

WITNESSES:

Jack Ellison

Galveston County Nuisance Abatement Officer

(409) 766-4509

D-246--COMPLAINT--(Short Form)--Class 2 (Arts. 45, 16 and 45, 17, C.C.P.)

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS:

BEFORE ME, the undersigned authority, on this day personally appeared Jack Ellison, Galveston County Nuisance Abatement Officer, who, after being by me duly sworn, on oath deposes and says: That heretofore, to-wit, on or about the 01 day of October, A.D., 2024, and before the making and filing of this Complaint, in the County of Galveston and State of Texas, Michael D Merchant, of 15325 Cedar, Santa Fe, TX did then unlawfully* violate Ch. 343 of the Texas Health and Safety Code, The Neighborhood Nuisance Act, Section 343.011 (2) by keeping, storing, or accumulating rubbish, including newspapers, abandoned vehicles, refrigerators, stoves, furniture, tires, and cans, on premises in a neighborhood or within 300 feet of a public street for 10 days or more, unless the rubbish or object is completely enclosed in a building or is not visible from a public street at 15325 Cedar St Santa Fe against the peace and dignity of the State.

_____

Jack Ellison, R.S. Complainant

Sworn to and subscribed before me, this _____ day of _____, A.D. 20 _____

_____ _____

NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS
COMMISSION EXPIRES: _____

JUSTICE OF THE PEACE, PCT. _____

*Here describe specifically the offence committed

Galveston County, Texas

D-246

No. _____

COMPLAINT

THE STATE OF TEXAS

vs.

Michael D Merchant

[redacted]

Mailing: 15325 Cedar Santa Fe, TX 77510

Filed _____ day of _____, 20_____

Justice of the Peace, Precinct No. _____,

Galveston County, Texas

WITNESSES:

Jack Ellison

Galveston County Nuisance Abatement Officer

(409) 766-4509

D-246--COMPLAINT--(Short Form)--Class 2 (Arts. 45, 16 and 45, 17, C.C.P.)

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS:

BEFORE ME, the undersigned authority, on this day personally appeared Jack Ellison, Galveston County Nuisance Abatement Officer, who, after being by me duly sworn, on oath deposes and says: That heretofore, to-wit, on or about the 01 day of October, A.D., 2024, and before the making and filing of this Complaint, in the County of Galveston and State of Texas, Michael D Merchant, of 15325 Cedar, Santa Fe, TX did then unlawfully* violate Ch. 343 of the Texas Health and Safety Code, The Neighborhood Nuisance Act, Section 343.011 (3) by maintaining premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or disease-carrying pests at 15325 Cedar St Santa Fe against the peace and dignity of the State.

Jack Ellison, R.S. Complainant

Sworn to and subscribed before me, this _____ day of _____, A.D. 20 _____

NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS
COMMISSION EXPIRES: _____

JUSTICE OF THE PEACE, PCT. _____

*Here describe specifically the offence committed

Galveston County, Texas

7020 0090 0000 0347 1131

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Postmark Here

Sent To
Michael D Merchant

Street and Apt. No., or PO Box No.
15325 Cedar

City, State, ZIP+4®
Santa Fe, TX 77510

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

D-246

No. _____

COMPLAINT

THE STATE OF TEXAS

vs.

Michael D Merchant

Site: 15325 Cedar St Santa Fe, TX

Mailing: 15325 Cedar Santa Fe, TX 77510

Filed _____ day of _____, 20____

Justice of the Peace, Precinct No. _____,

Galveston County, Texas

WITNESSES:

Jack Ellison

Galveston County Nuisance Abatement Officer

(409) 766-4509

D-246--COMPLAINT--(Short Form)--Class 2 (Arts. 45, 16 and 45, 17, C.C.P.)

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS:

BEFORE ME, the undersigned authority, on this day personally appeared Jack Ellison, Galveston County Nuisance Abatement Officer, who, after being by me duly sworn, on oath deposes and says: That heretofore, to-wit, on or about the 22nd day of August, A.D., 2018, and before the making and filing of this Complaint, in the County of Galveston and State of Texas, Michael D Merchant, of 15325 Cedar, Santa Fe, TX did then unlawfully* violate Ch. 343 of the Texas Health and Safety Code, The Neighborhood Nuisance Act, Section 343.011 (3) by maintaining premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or disease-carrying pests at 15325 Cedar St Santa Fe against the peace and dignity of the State.

Jack Ellison, R.S. Complainant

Sworn to and subscribed before me, this _____ day of _____, A.D. 20 _____

NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS
COMMISSION EXPIRES: _____

JUSTICE OF THE PEACE, PCT. _____

*Here describe specifically the offence committed

Galveston County, Texas

4210

D-246

No. _____

COMPLAINT

THE STATE OF TEXAS

vs.

Michael D Merchant

Site: 15325 Cedar St Santa Fe, TX

Mailing: 15325 Cedar Santa Fe, TX 77510

Filed _____ day of _____, 20____

Justice of the Peace, Precinct No. _____,

Galveston County, Texas

WITNESSES:

Jack Ellison

Galveston County Nuisance Abatement Officer

(409) 766-4509

D-246--COMPLAINT--(Short Form)--Class 2 (Arts. 45, 16 and 45, 17, C.C.P.)

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS:

BEFORE ME, the undersigned authority, on this day personally appeared Jack Ellison, Galveston County Nuisance Abatement Officer, who, after being by me duly sworn, on oath deposes and says: That heretofore, to-wit, on or about the 22nd day of August, A.D., 2018, and before the making and filing of this Complaint, in the County of Galveston and State of Texas, Michael D Merchant, of 15325 Cedar, Santa Fe, TX did then unlawfully* violate Ch. 343 of the Texas Health and Safety Code, The Neighborhood Nuisance Act, Section 343.011 (2) by keeping, storing, or accumulating rubbish, including newspapers, abandoned vehicles, refrigerators, stoves, furniture, tires, and cans, on premises in a neighborhood or within 300 feet of a public street for 10 days or more, unless the rubbish or object is completely enclosed in a building or is not visible from a public street at 15325 Cedar St Santa Fe against the peace and dignity of the State.

_____
Jack Ellison, R.S. Complainant

Sworn to and subscribed before me, this _____ day of _____, A.D. 20 _____

_____ _____
NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS
COMMISSION EXPIRES: _____

JUSTICE OF THE PEACE, PCT. _____

*Here describe specifically the offence committed

Galveston County, Texas

4710

Jack Ellison
Nuisance Abatement Officer

Phone: 409-766-4509
Fax: 409-766-4510

Galveston County
Nuisance Abatement Program

COUNTY OF GALVESTON
NOTICE TO ABATE PUBLIC NUISANCE

ID #: 4210

TO: Michael D Merchant
15325 Cedar
Santa Fe, TX 77510

DATE: February 24, 2023
(X) Owner ( ) Lessee ( ) Occupant ( ) Agent
( ) Person in charge of the Premises

Via Certified Mail: 7020 0090 0000 0347 1131

DEAR: Michael D Merchant:

An investigation by the undersigned of property owned (X), occupied ( ) by you, located at 15325 Cedar St, Santa Fe, TX reveals conditions, as checked below, which constitute a public nuisance under Ch. 343 Texas Health & Safety Code, The Neighborhood Nuisance Act:

LEGAL DESCRIPTION: abst 612 I & G N RR SUR SEC 18 pt of lot F (6-1) blk 77 angell runge addn

☐ 1. Keeping, storing, or accumulating refuse on the premises in a neighborhood unless the refuse is entirely contained in a closed receptacle.

☒ 2. Keeping, storing, or accumulating rubbish, including newspapers, abandoned vehicles, refrigerators, stoves, furniture, tires and cans on premises in a neighborhood for ten (10) days or more unless the rubbish or object is completely within building or is not visible from a public street.

☒ 3. Maintaining premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or other disease-carrying pests.

☐ 4. Allowing weeds to grow on premises in a neighborhood if such weeds are located within 300 feet of another residence or commercial establishment.

☐ 5. Maintaining a building in a manner that is structurally unsafe or that constitutes a hazard to safety, health, or public welfare because of inadequate maintenance, unsanitary conditions, dilapidation, obsolescence, disaster, damage, or abandonment or because it constitutes a fire hazard.

☐ 6. Maintaining on abandoned and unoccupied property in a neighborhood a swimming pool that is not protected with:

(A) a fence that is at least four (4) feet high and that has a latched and locked gate; and
(B) a cover over the entire swimming pool that cannot be removed by a child.

☐ 7. Maintaining on any property in a neighborhood in a county with a population of more than 1.1 million a swimming pool that is not protected with:

(A) A fence that is at least four (4) feet high and that has a latched gate that cannot be opened by a child; or
(B) A cover over the entire swimming pool that cannot be removed by a child.

☐ 8. Maintaining a flea market in a manner that constitutes a fire hazard.

☐ 9. Discarding refuse or creating a hazardous visual obstruction on:

(A) county owned land; or
(B) land or easements owned by or held by a special district that has the County Commissioner's Court as its governing body.

☐ 10. Discarding refuse on the smaller of:

(A) the area that spans 20 feet on each side of a utility line; or
(B) the actual span of the utility easement.

☐ 11. Filling or blocking a drainage easement, failing to maintain a drainage easement, maintaining a drainage easement in a manner that allows the easement to be clogged with debris, sediment, or vegetation, or violating an agreement with the county to improve or maintain a drainage easement.

☐ 12. Discarding refuse on property that is not authorized for that activity.

☐ 13. Allowing surface discharge from an on-site sewage disposal system.

You have thirty (30) days from the date on which you receive this notice to abate the nuisance.

The Neighborhood Nuisance Act provides that criminal prosecution or civil action may be initiated if any of the foregoing nuisances remains unabated after the thirtieth day from your receipt of this notice. Your failure to abate a nuisance as required by law may result in one or more of the following:

a. A misdemeanor punishable by a fine of not less than $50 nor more than $200 for a first offense.

b. A fine of not less than $200 nor more than $1000 and confinement in jail for not more than six (6) months for a subsequent offense.

c. County-ordered abatement.

d. Abatement by the County, with the assessment of costs against you or, if you are the Owner, an attachment of a lien on the property.

If the County initiates abatement procedures under section (d) above, you have the right to a hearing. You are entitled to submit, no later than the thirtieth day after the date on which the notice is served, a written request for a hearing along with a representative of your choice to appear at the hearing to present evidence, examine witnesses, and argue on your behalf.

If you request a hearing you must furnish the name and address of the person to be notified of the date, time and place of the hearing.

A request for a hearing does not preclude criminal prosecution by the State or the filing of a civil suit by the County of Galveston.

Please contact me if you have any questions regarding this matter.

Sincerely,

Jack R. Ellison Jr.

Jack Ellison, Nuisance Abatement Officer
Galveston County Nuisance Abatement Program

D-246

No. _____

COMPLAINT

THE STATE OF TEXAS

vs.

Michael D Merchant

Site: 15325 Cedar St Santa Fe, TX

Mailing: 15325 Cedar Santa Fe, TX 77510

Filed _____ day of _____, 20_____

_____

Justice of the Peace, Precinct No. _____,

Galveston County, Texas

WITNESSES:

Jack Ellison

Galveston County Nuisance Abatement Officer

(409) 766-4509

D-246--COMPLAINT--(Short Form)--Class 2 (Arts. 45, 16 and 45, 17, C.C.P.)

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS:

BEFORE ME, the undersigned authority, on this day personally appeared Jack Ellison, Galveston County Nuisance Abatement Officer, who, after being by me duly sworn, on oath deposes and says: That heretofore, to-wit, on or about the 5th day of May, A.D., 2023, and before the making and filing of this Complaint, in the County of Galveston and State of Texas, Michael D Merchant, of 15325 Cedar, Santa Fe, TX did then unlawfully* violate Ch. 343 of the Texas Health and Safety Code, The Neighborhood Nuisance Act, Section 343.011 (2) by keeping, storing, or accumulating rubbish, including newspapers, abandoned vehicles, refrigerators, stoves, furniture, tires, and cans, on premises in a neighborhood or within 300 feet of a public street for 10 days or more, unless the rubbish or object is completely enclosed in a building or is not visible from a public street at 15325 Cedar St Santa Fe against the peace and dignity of the State.

Jack Ellison, R.S. Complainant

Sworn to and subscribed before me, this _____ day of _____, A.D. 20 _____

NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS
COMMISSION EXPIRES: _____

JUSTICE OF THE PEACE, PCT. _____

*Here describe specifically the offense committed

Galveston County, Texas

4210

D-246

No. _____

COMPLAINT

THE STATE OF TEXAS

vs.

Michael D Merchant

Site: 15325 Cedar St Santa Fe, TX

Mailing: 15325 Cedar Santa Fe, TX 77510

Filed _____ day of _____, 20____

Justice of the Peace, Precinct No. _____,

Galveston County, Texas

WITNESSES:

Jack Ellison

Galveston County Nuisance Abatement Officer

(409) 766-4509

D-246--COMPLAINT--(Short Form)--Class 2 (Arts. 45, 16 and 45, 17, C.C.P.)

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS:

BEFORE ME, the undersigned authority, on this day personally appeared Jack Ellison, Galveston County Nuisance Abatement Officer, who, after being by me duly sworn, on oath deposes and says: That heretofore, to-wit, on or about the 5th day of May, A.D., 2023, and before the making and filing of this Complaint, in the County of Galveston and State of Texas, Michael D Merchant, of 15325 Cedar, Santa Fe, TX did then unlawfully* violate Ch. 343 of the Texas Health and Safety Code, The Neighborhood Nuisance Act, Section 343.011 (3) by maintaining premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or disease-carrying pests at 15325 Cedar St Santa Fe against the peace and dignity of the State.

Jack Ellison, R.S. Complainant

Sworn to and subscribed before me, this _____ day of _____, A.D. 20 _____

NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS
COMMISSION EXPIRES: _____

JUSTICE OF THE PEACE, PCT. _____

*Here describe specifically the offence committed

Galveston County, Texas

4210

10 15 2019 11:00

10 15 2019 11:00

10 15 2019 11:03

10 15 2019 11:03

10.15.2019 11:00

10.15.2019 11:00

10.15.2019 11:04

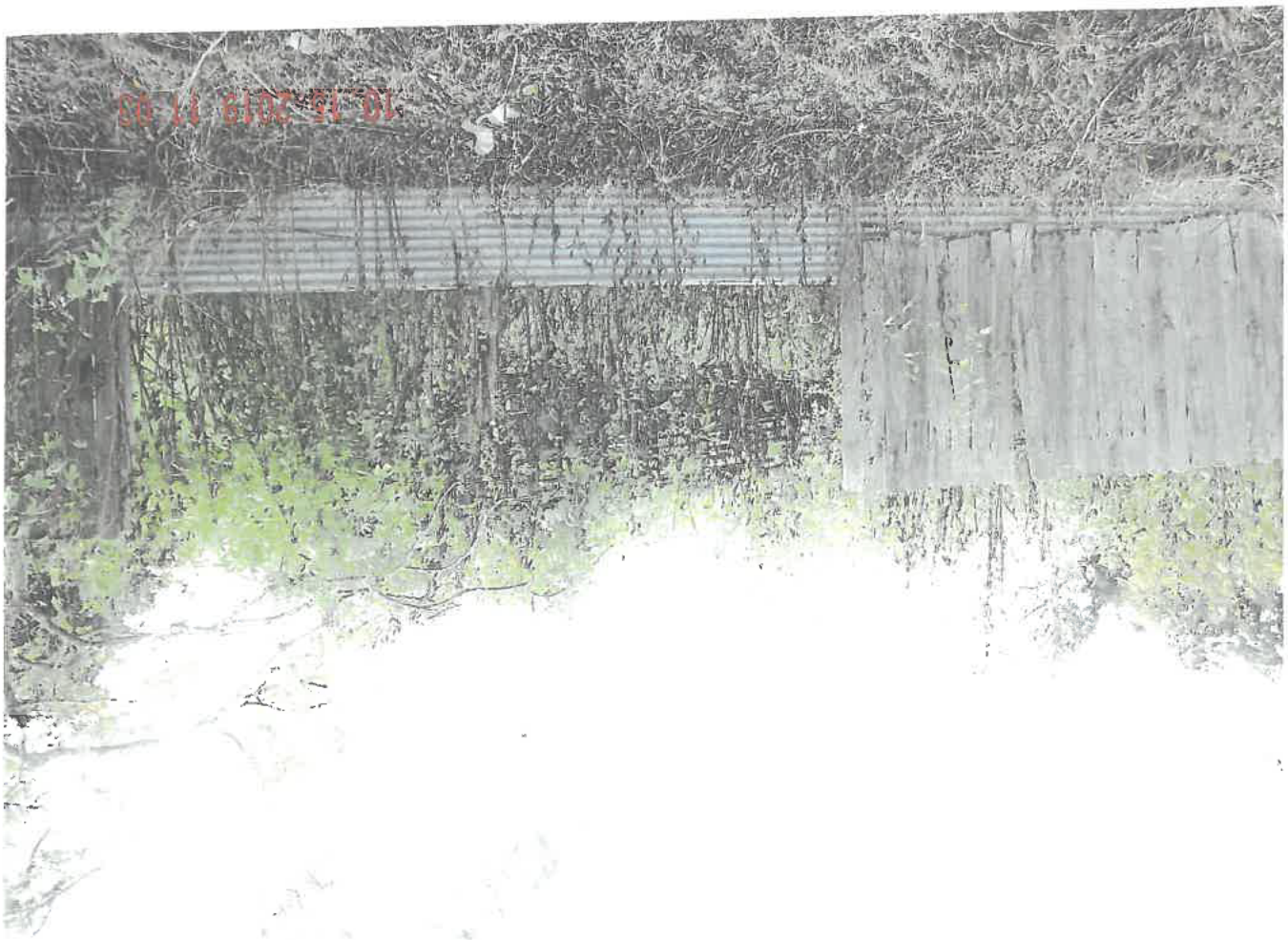
10.15.2019 11:04

10/15/2019 11:03

10/15/2019 11:03


10.15.2019 11:03


10.15.2019 11:03


10. 15. 2019 11 03


10. 15. 2019 11 02

10 15 2019 11:02

10.15.2019 11:04

10.15.2019 11:05

02 19 2025

02 19 2025

02 19 2025

02 19 2025

02 19 2025
ESCALADE

SCALADE
KEEP GATE
CLOSED
AT ALL TIMES
02 19 2025

POSTED
02 19 2025

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*29.

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

Consideration of authorizing the abatement of a public nuisance located at 918 20th St., San Leon, TX 77539, submitted by Nuisance Abatement

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	5/29/26 2:04 pm
2	Dianna Martinez	Approve	5/29/26 4:27 pm

Galveston CAD Property Search

Property Details

Account			
Property ID:	151472	**Geographic ID:**	6240-0160-0065-000
Type:	R		
Property Use:		**Condo:**	
Location			
Situs Address:	918 20TH ST SAN LEON, TX 77539		
Map ID:	146-D	**Mapsco:**	
Legal Description:	ABST 10 A EDWARDS SUR LOTS 35 & 36 (65-0) BLK 160A SAN LEON TOWNSITE REPLAT		
Abstract/Subdivision:	S6240		
Neighborhood:	(6240) SAN LEON		
Owner			
Owner ID:	721254		
Name:	HARRINGTON FAITH LOUISE		
Agent:			
Mailing Address:	LIFE ESTATE 3233 WINDCHASE BLVD APT 1513 HOUSTON, TX 77082		
% Ownership:	100.0%		
Exemptions:	For privacy reasons not all exemptions are shown online.		

Property Values

Improvement Homesite Value:	$0 (+)
Improvement Non-Homesite Value:	$0 (+)
Land Homesite Value:	$0 (+)
Land Non-Homesite Value:	$34,370 (+)
Agricultural Market Valuation:	$0 (+)
Market Value:	$34,370 (=)

Agricultural Value Loss:	$0 (-)
Appraised Value:	$34,370 (=)
HS Cap Loss:	$0 (-)
Circuit Breaker:	$13,144 (-)
Assessed Value:	$21,226
Ag Use Value:	$0

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: HARRINGTON FAITH LOUISE **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
GGA	GALVESTON COUNTY	0.333460	$34,370	$21,226	$70.78	
J05	MAINLAND COLLEGE	0.267100	$34,370	$21,226	$56.69	
M07	SAN LEON MUD (WCID)	0.462900	$34,370	$21,226	$98.26	
RFL	CO ROAD & FLOOD	0.000040	$34,370	$21,226	$0.01	
S11	DICKINSON ISD	1.136000	$34,370	$21,226	$241.13	

Total Tax Rate: 2.199500

Current Estimated Taxes: $466.87

Estimated Taxes Without Exemptions or Limitations: $755.96

1. Faith - deceased

2.

3. Ralph Marty Cdr has power of attorney

Galveston CAD Property Search

Property Details

#5263

Account			
Property ID:	151472	**Geographic ID:**	6240-0160-0065-000
Type:	R	**Zoning:**	
Property Use:		**Condo:**	
Location	Alan Rockholt	2/3/5	
Situs Address:	918 20TH ST SAN LEON, TX 77539		
Map ID:	146-D	**Mapsco:**	
Legal Description:	ABST 10 A EDWARDS SUR LOTS 35 & 36 (65-0) BLK 160A SAN LEON TOWNSITE REPLAT		
Abstract/Subdivision:	S6240		
Neighborhood:	(6240) SAN LEON		
Owner			
Owner ID:	721254		
Name:	HARRINGTON FAITH LOUISE		
Agent:			
Mailing Address:	LIFE ESTATE 3233 WINDCHASE BLVD APT 1513 HOUSTON, TX 77082		
% Ownership:	100.0%		
Exemptions:	For privacy reasons not all exemptions are shown online.		

Property Values

Improvement Homesite Value:	$0 (+)
Improvement Non-Homesite Value:	$0 (+)
Land Homesite Value:	$0 (+)
Land Non-Homesite Value:	$34,370 (+)
Agricultural Market Valuation:	$0 (+)
Market Value:	$34,370 (=)

Agricultural Value Loss:	$0 (-)
Appraised Value:	$34,370 (=)
HS Cap Loss:	$0 (-)
Circuit Breaker:	$16,682 (-)
Assessed Value:	$17,688
Ag Use Value:	$0

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: HARRINGTON FAITH LOUISE **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
S11	DICKINSON ISD	1.136000	$34,370	$17,688	$200.94	
GGA	GALVESTON COUNTY	0.333460	$34,370	$17,688	$58.98	
J05	MAINLAND COLLEGE	0.267100	$34,370	$17,688	$47.24	
M07	SAN LEON MUD (WCID)	0.462900	$34,370	$17,688	$81.88	
CAD	APPRAISAL DISTRICT	0.000000	$34,370	$17,688	$0.00	
RFL	CO ROAD & FLOOD	0.000040	$34,370	$17,688	$0.01	

Total Tax Rate: 2.199500

Current Estimated Taxes: $389.05

Estimated Taxes Without Exemptions or Limitations: $755.96



9589 0710 5270 1814 5999 78

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Postmark Here

Sent To Alan Rockholt
Street and Apt. No., or PO Box No. 916 20th St.
City, State, ZIP+4® San Leon, TX 77539

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

Galveston County Sheriff's Office

Jimmy Fullen, Sheriff

Nuisance Abatement Division
Notice of Violation

2-19-25

CERTIFIED MAIL 9589 0710 5270 1814 5999 78 ID# 5261

Alan Rockholt
918 20th St
San Leon TX 77539

RE: 918 20th St San Leon TX 77539

Alan Rockholt:

This letter is to inform you of the following violations Neighborhood Nuisance Violations at 91 8 20th St San Leon TX 77539 – ABST 10 A EDWARDS SUR LOTS 35 &36 (65-0) BLK 160A SAN LEON TOWNSITE REPLAT – 6240-0160-0065-000

(2) keeping, storing, or accumulating rubbish, including newspapers, abandoned vehicles, refrigerators, stoves, furniture, tires, and cans, on premises in a neighborhood or within 300 feet of a public street for 10 days or more, unless the rubbish or object is completely enclosed in a building or is not visible from a public street;
(3) maintaining premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or other disease-carrying pests;
(5) maintaining a building in a manner that is structurally unsafe or constitutes a hazard to safety, health, or public welfare because of inadequate maintenance, unsanitary conditions, dilapidation, obsolescence, disaster, damage, or abandonment or because it constitutes a fire hazard;

*You have thirty (30) days from the date on which you receive this notice to abate (correct) the nuisance. *

The Neighborhood Nuisance Act provides that criminal prosecution or civil action may be initiated if any of the foregoing nuisances remains unabated after the thirtieth day from your receipt of this notice. Your failure to abate a nuisance as required by law may result in one or more of the following:

a. A misdemeanor punishable by a fine of not less than $50 nor more than $200 for a first offense.
b. A fine of not less than $200 nor more than $1000 and confinement in jail for not more than six (6) months for a subsequent offense.
c. County-ordered abatement.

d. Abatement by the County, with the assessment of costs against you or, if you are the Owner, an attachment of a lien on the property.

If the County initiates abatement procedures under section (d) above, you have the right to a hearing. You are entitled to submit, no later than the thirtieth day after the date on which the notice is served, a written request for a hearing along with a representative of your choice to appear at the hearing to present evidence, examine witnesses, and argue on your behalf.

If you request a hearing you must furnish the name and address of the person to be notified of the date, time and place of the hearing.

A request for a hearing does not preclude criminal prosecution by the State or the filing of a civil suit by the County of Galveston.

Please contact me if you have any questions regarding this matter.

Regards,

Jack Ellison
Nuisance Abatement Division
Galveston County Sherriff's Office
601 54th St
Galveston TX 77551
409-766-4509
Jack.Elison@galvestoncountytx.gov

9589 0710 5270 1814 5999 61

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Postmark Here

Sent To Faith Louise Harrington Life Estate

Street and Apt. No., or PO Box No. 3833 Windchase Blvd Apt. 1513

City, State, ZIP+4® Houston, TX 77082

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

Galveston County Sheriff's Office

Jimmy Fullen, Sheriff

Nuisance Abatement Division
Notice of Violation

2-19-25

CERTIFIED MAIL 9589 0710 5270 1814 5999 61 ID#5261

Faith Louise Harrington
Life Estate
3233 Windchase Blvd Apt 1513
Houston TX 77082

RE: 918 20th St San Leon TX 77539

Faith Louise Harrington:

This letter is to inform you of the following violations Neighborhood Nuisance Violations at 918 20th St San Leon TX 77539 – ABST 10 A EDWARDS SUR LOTS 35 &36 (65-0) BLK 160A SAN LEON TOWNSITE REPLAT – 6240-0160-0065-000

(2) keeping, storing, or accumulating rubbish, including newspapers, abandoned vehicles, refrigerators, stoves, furniture, tires, and cans, on premises in a neighborhood or within 300 feet of a public street for 10 days or more, unless the rubbish or object is completely enclosed in a building or is not visible from a public street;
(3) maintaining premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or other disease-carrying pests;
(5) maintaining a building in a manner that is structurally unsafe or constitutes a hazard to safety, health, or public welfare because of inadequate maintenance, unsanitary conditions, dilapidation, obsolescence, disaster, damage, or abandonment or because it constitutes a fire hazard;

*You have thirty (30) days from the date on which you receive this notice to abate (correct) the nuisance. *

The Neighborhood Nuisance Act provides that criminal prosecution or civil action may be initiated if any of the foregoing nuisances remains unabated after the thirtieth day from your receipt of this notice. Your failure to abate a nuisance as required by law may result in one or more of the following:

a. A misdemeanor punishable by a fine of not less than $50 nor more than $200 for a first offense.
b. A fine of not less than $200 nor more than $1000 and confinement in jail for not more than six (6) months for a subsequent offense.

c. County-ordered abatement.
d. Abatement by the County, with the assessment of costs against you or, if you are the Owner, an attachment of a lien on the property.

If the County initiates abatement procedures under section (d) above, you have the right to a hearing. You are entitled to submit, no later than the thirtieth day after the date on which the notice is served, a written request for a hearing along with a representative of your choice to appear at the hearing to present evidence, examine witnesses, and argue on your behalf.

If you request a hearing you must furnish the name and address of the person to be notified of the date, time and place of the hearing.

A request for a hearing does not preclude criminal prosecution by the State or the filing of a civil suit by the County of Galveston.

Please contact me if you have any questions regarding this matter.

Regards,

Jack Ellison
Nuisance Abatement Division
Galveston County Sherriff's Office
601 54th St
Galveston TX 77551
409-766-4509
Jack.Elison@galvestoncountytx.gov

9589 0710 5270 1814 6021 11

U.S. Postal Service™ JE 918 20th
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Postmark Here

Sent To
Alan Rockholt
Street and Apt. No., or PO Box No.
918 20th St.
City, State, ZIP+4®
Sanlean, Tx 77539

PS Form 3800, January 2023 PSN: 7530-02-000-9047 See Reverse for Instructions

Jack Ellison
Nuisance Abatement Manager

Phone: 409-766-4509

Galveston County Sheriff's Office
Nuisance Abatement Division

NOTICE TO ABATE PUBLIC NUISANCE

ID #: 5261

DATE: March 28, 2025

Alan Rockholt
918 20th ST.
San Leon, TX 77539

VIA CERTIFIED MAIL: 9589 0710 5270 1814 6021 11
( ) Owner ( ) Lessee (X) Occupant ( ) Agent
( ) Person in charge of the Premises

RE: 918 20th Street, San Leon TX 77539
LEGAL DESCRIPTION: ABST 10 A EDWARDS SUR LOTS 35 & 36 (65-0) BLK160A SAN LEON TOWNSITE REPLAT

Dear Property Owner: Alan Rockholt

An investigation by the undersigned of property owned ( ), occupied (X) by you, reveals conditions, as checked below, which constitute a public nuisance under **Ch. 343 Texas Health & Safety Code**, The Neighborhood Nuisance Act:

LEGAL DESCRIPTION: «Legal_Description»

☐ 1. Keeping, storing, or accumulating refuse on the premises in a neighborhood unless the refuse is entirely contained in a closed receptacle.

☒ 2. Keeping, storing, or accumulating rubbish, including newspapers, abandoned vehicles, refrigerators, stoves, furniture, tires and cans on premises in a neighborhood for ten (10) days or more unless the rubbish or object is completely within building or is not visible from a public street.

☒ 3. Maintaining premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or other disease-carrying pests.

☐ 4. Allowing weeds to grow on premises in a neighborhood if such weeds are located within 300 feet of another residence or commercial establishment.

☒ 5. Maintaining a building in a manner that is structurally unsafe or that constitutes a hazard to safety, health, or public welfare because of inadequate maintenance, unsanitary conditions, dilapidation, obsolescence, disaster, damage, or abandonment or because it constitutes a fire hazard.

☐ 6. Maintaining on abandoned and unoccupied property in a neighborhood a swimming pool that is not protected with:

(A) a fence that is at least four (4) feet high and that has a latched and locked gate; and
(B) a cover over the entire swimming pool that cannot be removed by a child.

☐ 7. Maintaining on any property in a neighborhood in a county with a population of more than 1.1 million a swimming pool that is not protected with:

(A) A fence that is at least four (4) feet high and that has a latched gate that cannot be opened by a child; or
(B) A cover over the entire swimming pool that cannot be removed by a child.

☐ 8. Maintaining a flea market in a manner that constitutes a fire hazard.

☐ 9. Discarding refuse or creating a hazardous visual obstruction on:

(A) county owned land; or

823 Grand, Bacliff TX 77518

(B) land or easements owned by or held by a special district that has the County Commissioner's Court as its governing body.

☐ 10. Discarding refuse on the smaller of:

(A) the area that spans 20 feet on each side of a utility line; or
(B) the actual span of the utility easement.

☐ 11. Filling or blocking a drainage easement, failing to maintain a drainage easement, maintaining a drainage easement in a manner that allows the easement to be clogged with debris, sediment, or vegetation, or violating an agreement with the county to improve or maintain a drainage easement.

☐ 12. Discarding refuse on property that is not authorized for that activity.

☐ 13. Allowing surface discharge from an on-site sewage disposal system.

You have thirty (30) days from the date on which you receive this notice to abate the nuisance.

The Neighborhood Nuisance Act provides that criminal prosecution or civil action may be initiated if any of the foregoing nuisances remains unabated after the thirtieth day from your receipt of this notice. Your failure to abate a nuisance as required by law may result in one or more of the following:

a. A misdemeanor punishable by a fine of not less than $50 nor more than $200 for a first offense.

b. A fine of not less than $200 nor more than $1000 and confinement in jail for not more than six (6) months for a subsequent offense.

c. County-ordered abatement

d. Abatement by the County, with the assessment of costs against you or, if you are the Owner, an attachment of a lien on the property.

If the County initiates abatement procedures under section (d) above, you have the right to a hearing. You are entitled to submit, no later than the thirtieth day after the date on which the notice is served, a written request for a hearing along with a representative of your choice to appear at the hearing to present evidence, examine witnesses, and argue on your behalf.

If you request a hearing you must furnish the name and address of the person to be notified of the date, time and place of the hearing.

A request for a hearing does not preclude criminal prosecution by the State or the filing of a civil suit by the County of Galveston.

Please contact me if you have any questions regarding this matter.

Sincerely,

Jack Ellison, Nuisance Abatement Manager
Galveston County Sheriff's Office
Nuisance Abatement Division

JUDGE Gregory L. Rikard
GALVESTON COUNTY, PRECINCT 1
4500 10th Street
Bacliff Texas 77518
OFFICE (281) 316-8804 FAX (409) 765-3295

CASE NO.: 25-EV01-0464

WESLEY M COLE ON BEHALF OF RALPH FULCINITI	IN THE JUSTICE COURT
VS	PRECINCT 1
CODY MAC AKA CODI MAC AKA CODY RECKHOLT	GALVESTON COUNTY, TEXAS

JUDGMENT FOR PLAINTIFF EVICTION

On this, 06/24/2025 came on to be tried in its regular order the above styled and numbered cause, wherein WESLEY M COLE on behalf of Ralph Fulciniti, PLAINTIFF, and CODY MAC AKA CODI MAC AKA CODY RECKHOLT, DEFENDANT, and came the parties in person and announced ready for trial, and neither party having demanded a jury, all matters in controversy, of fact and of law, were submitted to the Court sitting without a jury; and the pleadings, evidence and argument of counsel having been heard by the Court, it is the opinion of the Court that the PLAINTIFF is justly entitled to judgment against the DEFENDANT as hereinafter set out;

It is accordingly ORDERED, ADJUDGED, and DECREED by the Court that PLAINTIFF do have and recover of the DEFENDANT, the sum of $0.00 past due rent, with interest thereon at the rate of 7.50% per annum, possession of property at 918 20TH ST DICKINSON TX 77539, together with his cost in the amount of $0.00, and for which let execution issue in PLAINTIFF'S behalf.

You may appeal this judgment by filing a bond, making a cash deposit, or filing a Statement of Inability to Afford Payment of Court Costs within 5 days after this judgment was signed. See Texas Rule of Civil Procedure 510.9(a).

Important Notice
If you are an individual (not a company), your money or property may be protected from being taken to pay this judgment. Find out more by visiting www.texaslawhelp.org/exempt-property.

El Aviso Importante
Si usted es una persona física (y no una compañía), su dinero o propiedad pudieran estar protegidos de ser embargados como pago de esta deuda decretada en juicio en contra suya. Obtenga mayor información visitando el sitio www.texaslawhelp.org/exempt-property.

SIGNED this the 24th day of June, 2025.

Gregory L. Rikard
JUSTICE OF THE PEACE, PCT 1
GALVESTON COUNTY, TEXAS

APPEAL: $2000.00

Jack Ellison
Nuisance Abatement Officer
Phone: 409-766-4509

Galveston County Sheriff's Office
Nuisance Abatement Division

NOTICE TO ABATE PUBLIC NUISANCE
IMMEDIATE ACTION REQUIRED

ID #:5621

DATE: July 10, 2025

Hand Delivered

VIA CERTIFIED MAIL: 9589 9402 9017 4844 59

Codi Easter
918 20th Street
San Leon, TX

( ) Owner ( ) Lessee (X) Occupant ( ) Agent
( ) Person in charge of the Premises

RE: 918 20th Street, San Leon, TX
LEGAL DESCRIPTION: ABST 10 A EDWARDS SUR LOTS 35 & 36 (65-0) BLK 160A SAN LEON TOWNSITE REPLAT

Dear Codi Easter:

An investigation by the undersigned of property owned ( ), occupied (X) by you, reveals conditions, as checked below, which constitute a public nuisance under **Ch. 343 Texas Health & Safety Code**, The Neighborhood Nuisance Act:

☐ 1. Keeping, storing, or accumulating refuse on the premises in a neighborhood unless the refuse is entirely contained in a closed receptacle.

☒ 2. Keeping, storing, or accumulating rubbish, including newspapers, abandoned vehicles, refrigerators, stoves, furniture, tires and cans on premises in a neighborhood for ten (10) days or more unless the rubbish or object is completely within building or is not visible from a public street.

☒ 3. Maintaining premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or other disease-carrying pests.

☒ 4. Allowing weeds to grow on premises in a neighborhood if such weeds are located within 300 feet of another residence or commercial establishment.

☒ 5. Maintaining a building in a manner that is structurally unsafe or that constitutes a hazard to safety, health, or public welfare because of inadequate maintenance, unsanitary conditions, dilapidation, obsolescence, disaster, damage, or abandonment or because it constitutes a fire hazard.

☐ 6. Maintaining on abandoned and unoccupied property in a neighborhood a swimming pool that is not protected with:

(A) a fence that is at least four (4) feet high and that has a latched and locked gate; and
(B) a cover over the entire swimming pool that cannot be removed by a child.

☐ 7. Maintaining on any property in a neighborhood in a county with a population of more than 1.1 million a swimming pool that is not protected with:

(A) A fence that is at least four (4) feet high and that has a latched gate that cannot be opened by a child; or
(B) A cover over the entire swimming pool that cannot be removed by a child.

☐ 8. Maintaining a flea market in a manner that constitutes a fire hazard.

☐ 9. Discarding refuse or creating a hazardous visual obstruction on:

(A) county owned land; or
(B) land or easements owned by or held by a special district that has the County Commissioner's Court as its governing body.

☐ 10. Discarding refuse on the smaller of:

(A) the area that spans 20 feet on each side of a utility line; or
(B) the actual span of the utility easement.

☐ 11. Filling or blocking a drainage easement, failing to maintain a drainage easement, maintaining a drainage easement in a manner that allows the easement to be clogged with debris, sediment, or vegetation, or violating an agreement with the county to improve or maintain a drainage easement.

☐ 12. Discarding refuse on property that is not authorized for that activity.

☐ 13. Allowing surface discharge from an on-site sewage disposal system.

You have thirty (30) days from the date on which you receive this notice to abate the nuisance.

The Neighborhood Nuisance Act provides that criminal prosecution or civil action may be initiated if any of the foregoing nuisances remains unabated after the thirtieth day from your receipt of this notice. Your failure to abate a nuisance as required by law may result in one or more of the following:

a. A misdemeanor punishable by a fine of not less than $50 nor more than $200 for a first offense.

b. A fine of not less than $200 nor more than $1000 and confinement in jail for not more than six (6) months for a subsequent offense.

c. County-ordered abatement.

d. Abatement by the County, with the assessment of costs against you or, if you are the Owner, an attachment of a lien on the property.

If the County initiates abatement procedures under section (d) above, you have the right to a hearing. You are entitled to submit, no later than the thirtieth day after the date on which the notice is served, a written request for a hearing along with a representative of your choice to appear at the hearing to present evidence, examine witnesses, and argue on your behalf.

If you request a hearing you must furnish the name and address of the person to be notified of the date, time and place of the hearing.

A request for a hearing does not preclude criminal prosecution by the State or the filing of a civil suit by the County of Galveston.

Please contact me if you have any questions regarding this matter.

Sincerely,

Jack Ellison

Jack Ellison, Nuisance Abatement Officer
Galveston County Sheriff's Office
Nuisance Abatement Division

D-246

No. _____

COMPLAINT

THE STATE OF TEXAS

vs.

Codi Easter

918 20th St,
San Leon, TX 77539

Filed _____ day of _____, 20_____

Justice of the Peace, Precinct No. ___3__,

Galveston County, Texas

WITNESSES:

Jack Ellison

Galveston County Sheriff's Office, Nuisance Abatement Officer

(409) 766-4509

D-246--COMPLAINT--(Short Form)--Class 2 (Arts. 45, 16 and 45, 17, C.C.P.)

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS:

BEFORE ME, the undersigned authority, on this day personally appeared Jack Ellison, Galveston County Sheriff's Office, Nuisance Abatement Officer who, after being by me duly sworn, on oath deposes and says: That heretofore, to-wit, on or about the 14th day of October, A.D., 2025, and before the making and filing of this Complaint, in the County of Galveston and State of Texas, Codi Easter 918 20th St. San Leon, TX 77539 then unlawfully* Violate Ch. 343 of the Texas Health and Safety Code, The Neighborhood Nuisance Act, Section 343.011 (2) Keeping, storing, or accumulating rubbish, including newspapers, abandoned vehicles, refrigerators, stoves, furniture, tires and cans on premises in a neighborhood for ten (10) days or more unless the rubbish or object is completely within building or is not visible from a public street (3) Maintaining premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin or other disease-carrying pests against the peace and dignity of the State.

_____
Jack Ellison, Nuisance Abatement Officer, Complainant

Sworn to and subscribed before me, this _____ day of _____, A.D. 20 _____

_____
NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS
COMMISSION EXPIRES: _____

_____
JUSTICE OF THE PEACE, PCT. _3____

Galveston County, Texas

***Here describe specifically the offence committed**

CERTIFIED MAIL

HOUSTON TX RPDC 773
12 MAR 2025 PM 5 L

9589 0710 5270 1814 5999 61

FIRST-CLASS

US POSTAGE IMI PITNEY BOWES
ZIP 77518
02 7H
0006101049
$ 009.64⁰
MAR 12 2025



GALVESTON COUNTY NUISANCE ABATEMENT PROGRAM

823 Grand Ave Bacliff, Tx 77518

1st NOTICE
2nd NOTICE
RETURNED

ANK

FAITH LOUISE HARRINGTON LIFE ESTATE
3233 WINDCHASE BLVD Apt 1513
Houston, TX 77082

NIXIE 773 7E 1 7203/18/25

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

ANK BC: 77518233423 *2233-05405-12-39

77518>2334
77082-342188

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Faith Louise Hermington
Life Estate
3933 Windchase Blvd
Apt. 1513
Houston, TX 77082

9590 9402 9017 4122 4849 92

2. Article Number *(Transfer from service label)*

9589 0710 5270 1814 5999 61

PS Form 3811, July 2020 PSN 7530-02-000-9053 **Domestic Return Receipt**

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

ail Restricted Delivery
0)

GALVESTON COUNTY
NUISANCE
ABATEMENT
PROGRAM

823 Grand Ave Bacliff, Tx 775

9589 0710 5270 1814 5999 78

FIRST-CLASS

US POSTAGE PITNEY BOWES
ZIP 77518
02 7H
0006101049
$ 009.64⁰
MAR 12 2025

Alan Rockholt
918 20th Street
San Leon, Tx 77539

3/14

NIXIE 773 FE 1 0003/31/25
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
BC: 77518233423 *2233-09628-12-39

UTF
77518>2334

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Alan Rockhold
918 20th St
San Leon, TX 77539

9590 9402 9017 4122 4849 85

2. Article Number *(Transfer from service label)*

9589 0710 5270 1814 5999 78

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

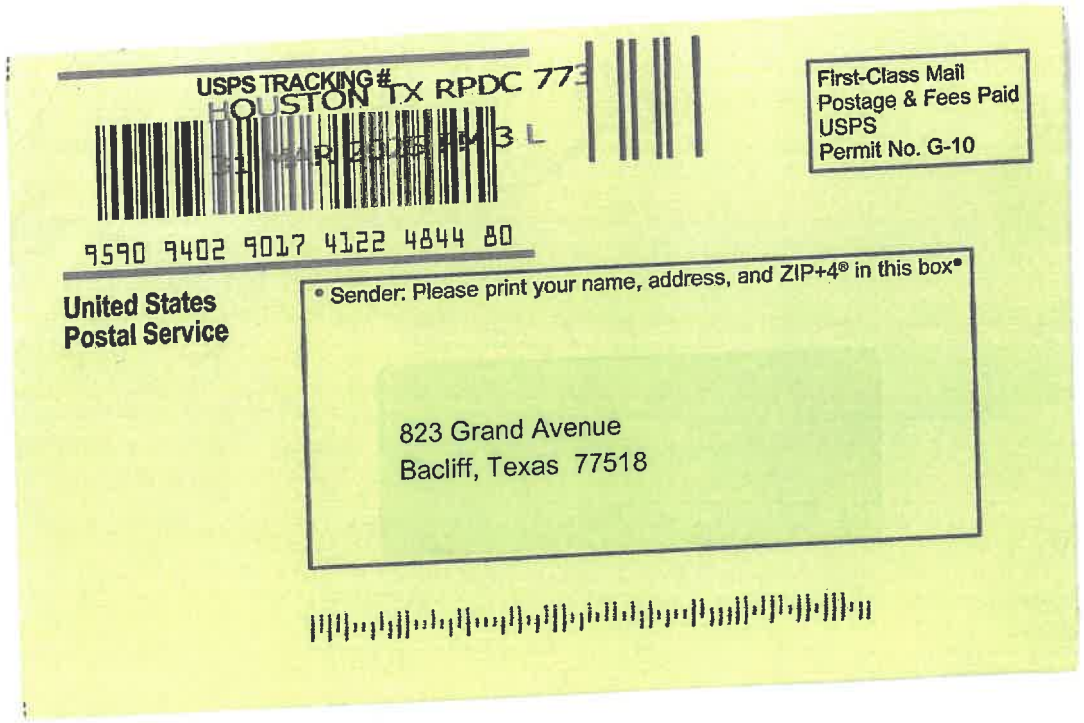
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☑ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

415


USPS TRACKING #
HOUSTON TX RPDC 773
9590 9402 9017 4122 4844 80
First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10
United States
Postal Service
• Sender: Please print your name, address, and ZIP+4® in this box•
823 Grand Avenue
Bacliff, Texas 77518

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Alan Rockholt
918 20th St.
San Leon, TX 77539

9590 9402 9017 4122 4844 80

2. Article Number *(Transfer from service label)*

9589 0710 5270 1814 6021 11

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery
03/31

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail
- Mail Restricted Delivery
- 00)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt




PRIVATE PROPERTY
NO TRESPASSING

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*30.

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

Consideration of authorizing the abatement of a public nuisance located at 6714 Ave. O, Santa Fe, TX 77510, submitted by Nuisance Abatement

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	5/29/26 2:02 pm
2	Dianna Martinez	Approve	6/1/26 4:24 pm

ID 1274 Pictures / Links: Currently Corrected? ☐ Investigated by: Jack Ellison

Site Information

CAD Acct #	1095-0000-0305-006
Site Address	6714 Ave O
Site City	Santa Fe
Site State	TX
Site Zip	77510
Legal Desc	ABST 47 PAGE 17 PT OF OULOT 305 (305-6) ALTA LOMA OUTLOTS MH HOLIDAY 1969 14X67 BRN & SALVAGE MH

Owner Information

Last Name	Kellum
First Name	John
Mailing Address	6714 Ave O
Mailing City	Santa Fe
Mailing State	TX
Mailing Zip	77510-9399

Occupant Information

Last Name	Neal
First Name	Ronnie
Mailing Address	6714 Ave O
Mailing City	Santa Fe
Mailing State	TX
Mailing Zip	77510

File on!

Comments 11/10/2023 - per JRE owner Donald Kellum is deceased. Typing notice to John Kellum as "owner" and Ronnie Neal as occupant, each to be hand delivered to site address.
10/11/2011 per GF Galveston County Housing Program will remove trailer and replace with a house.

History

Date	Action	Type	Quantity	Comme
4/5/2001	Complaint Received	Nuisance	0	originally entered as # 768
4/5/2001	Investigated		0	
4/6/2001	Notice Sent	NTA	0	2, 3 & 4
1/9/2003	Complaint Received	Nuisance	0	duplicate. Another record alrea
1/10/2003	Investigated		0	
1/14/2003	Notice Sent	NTA	0	2, 3 & 4
1/16/2003	Green Card Received		0	signed for by Donald Kellum
3/29/2004	Green Card Received		0	signed for by Donald Kellum
7/28/2004	Complaint Received	Minimum Standards	0	
7/28/2004	Investigated		0	

Date	Action	Type	Quantity	Comme
7/29/2004	Notice Sent	NOV	0	341.013© & 341.011(9) & 341.(
8/3/2004	Green Card Received		0	signed for by Donald Kellum
11/16/2005	Other	Update Complaint File	0	Deleted # 768 from system afte
11/16/2005	Other	Update Complaint File	0	Deleted # 1005 from system af
12/14/2005	Other	Updated Complaint File	0	updated history based on actua
10/6/2011	Complaint Received	Nuisance Abatement	0	Perry Larvin worked complaint.
10/6/2011	Complaint Received		0	closed complaint per PL
10/6/2011	Follow Up		0	Per PL: "Garret and I went bacl
10/6/2011	Investigated		0	Per PL: "On 10/05/10 Garret re
8/14/2014	Complaint Received	Nuisance Abatement	0	
8/14/2014	Investigated		0	by PL
8/18/2014	Notice Sent	NTA reg & cert: 7012 2210 0002 3226 3481	0	2, 3 & 5
8/25/2014	Green Card Received	7012 2210 0002 3226 3481	0	signed but not readable
9/26/2014	Check Back		0	COMPLETED 07/29/2015 chec
7/29/2015	Follow Up		0	still valid per JE
8/11/2015	Notice Sent	NTA reg & cert: 7014 1820 0001 9002 2801	0	2, 3 & 5
8/24/2015	Green Card Received	7014 1820 0001 9002 2801	0	signed by Donald Kellum
9/25/2015	Check Back		0	COMPLETED 10/19/15 check l
10/19/2015	Follow Up		0	corrected per JRE
11/2/2015	Corrected		0	closed
11/10/2023	Other	updated complaint file	0	see comments
11/13/2023	Notice Sent	HAND DELIVERY to John Kellum	0	2, 3 & 4
11/13/2023	Notice Sent	HAND DELIVERY to Ronnie Neal	0	2, 3 & 4
12/14/2023	Check Back		0	check back after hand delivere

Galveston CAD Property Search

Property Details

Account			
Property ID:	192848	**Geographic ID:**	1095-0000-0305-006
Type:	R		
Property Use:		**Condo:**	
Location			
Situs Address:	6714 AVE O SANTA FE, TX 77510		
Map ID:	303-B	**Mapsco:**	
Legal Description:	ABST 47 L CRAWFORD SUR PT OF OUTLOT 305 (305-6) ALTA LOMA OUTLOTS MH HOLIDAY 1969 14X66 BRN & SALVAGE MH		
Abstract/Subdivision:	S1095		
Neighborhood:	(1095A) ALTA LOMA OUTLOTS PT A		
Owner			
Owner ID:	124403		
Name:	KELLUM DONALD		
Agent:			
Mailing Address:	6714 AVE O SANTA FE, TX 77510		
% Ownership:	100.0%		
Exemptions:	For privacy reasons not all exemptions are shown online.		

Property Values

Improvement Homesite Value:	$0 (+)
Improvement Non-Homesite Value:	$8,910 (+)
Land Homesite Value:	$0 (+)
Land Non-Homesite Value:	$104,980 (+)
Agricultural Market Valuation:	$0 (+)
Market Value:	$113,890 (=)
Agricultural Value Loss:	$0 (-)

GALVESTON COUNTY HEALTH DISTRICT
NUISANCE ABATEMENT
COMPLAINT FORM

DATE RECEIVED: 01/09/2003

COMPLAINT INFORMATION

NAME: Donald Kellum
ADDRESS: 6714 Ave O Santa Fe, TX 77510

COMPLAINANT INFORMATION

COMPLAINANT NAME:
ADDRESS:
DAYTIME PHONE:

NATURE OF COMPLAINT: storing rubbish, maintaining premises in a unsanitary condition, weeds and high grass

INVESTIGATION

INVESTIGATIVE FINDINGS: valid
NOTICE GIVEN: yes
DATE: 01/10/2003

FOLLOW UP INSPECTION DATE:
COMMENTS:

FOLLOW UP INSPECTION DATE:
COMMENTS:

FINAL DISPOSITION:

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Donald Kellum
6714 Ave O
Santa Fe, TX 77510

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addre

B. Received by (Printed Name) C. Date of Del
1-16-

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchan
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7001 1940 0002 4025 5349

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M

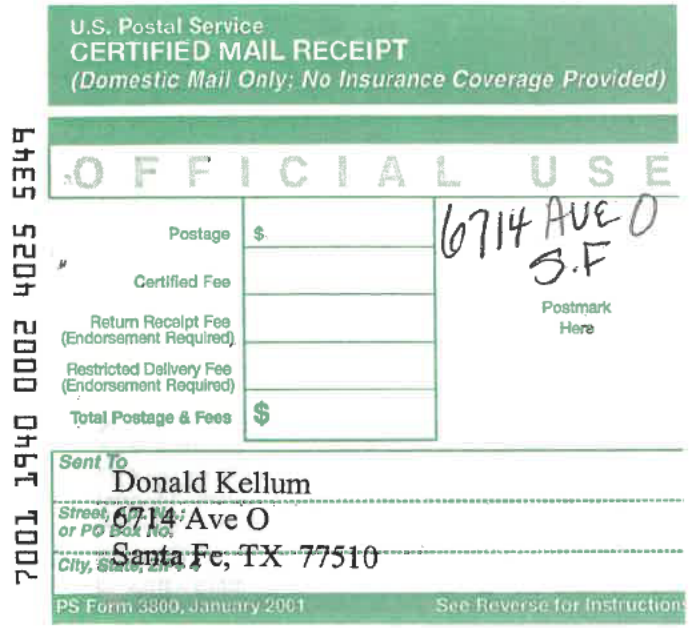
UNITED STATES POSTAL SERVICE

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

Galveston County Health District
Environmental & Consumer Health
P.O. Box 939
La Marque, Tx 77568

6-F 6714 AVE O-SF 1/15/03 N.T.A



U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage $
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees $

6714 AVE O
S.F

Postmark Here

Sent To
Donald Kellum
Street, Apt. No.; or PO Box No.
6714 Ave O
City, State, ZIP+4
Santa Fe, TX 77510

PS Form 3800, January 2001 See Reverse for Instructions

7001 1940 0000 4225 5344

GALVESTON COUNTY HEALTH DISTRICT

GALVESTON COUNTY COORDINATED COMMUNITY CLINICS

COUNTY OF GALVESTON
NOTICE TO ABATE PUBLIC NUISANCE

PRIMARY HEALTH CARE
ENVIRONMENTAL HEALTH
PREVENTIVE HEALTH

TO: Donald Kellum
6714 Ave O
Santa Fe, TX 77510

DATE: January 14, 2003
☒ Owner ☐ Lessee ☐ Occupant ☐ Agent
☐ Person in charge of the Premises

DEAR: Donald Kellum:

Via Cert. Mail: 7001 1940 0002 4025 5349

An investigation by the undersigned of property owned ☒, occupied ☐ by you, located at 6714 Ave O, Santa Fe, TX 77510 reveals conditions, as checked below which constitute a public nuisance under Ch. 343 Texas Health & Safety Code, The Neighborhood Nuisance Act:

LEGAL DESCRIPTION: ABST 47 PAGE 17 PT OF OUTLOT 305 (305-6) ALTA LOMA OUTLOTS MH HOLIDAY 1969 14X67 BRN & SALVAGE MH

☐ 1. Keeping, storing, or accumulating refuse on premises in a neighborhood unless the refuse is entirely contained in a closed receptacle.

☒ 2. Keeping, storing, or accumulating rubbish, including newspapers, abandoned vehicles, refrigerators, stoves, furniture, tires and cans, on premises in a neighborhood or within 300 feet of a public street for ten (10) days or more, unless the rubbish or object is completely enclosed within a building or is not visible from a public street.

☒ 3. Maintaining premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or other disease-carrying pests.

☒ 4. Allowing weeds to grow on premises in a neighborhood if such weeds are located within 300 feet of another residence or commercial establishment.

COPY

☐ 5. Maintaining a building in a manner that is structurally unsafe or that constitutes a hazard to safety, health, or public welfare because of inadequate maintenance, unsanitary conditions, dilapidation, obsolescence, disaster, damage, or abandonment or because it constitutes a fire hazard.

☐ 6. Maintaining an abandoned and unoccupied property in a neighborhood a swimming pool that is not protected with:

(A) a fence that is at least four (4) feet high and that has a latched gate that cannot be opened by a child; or
(B) a cover over the entire swimming pool that cannot be removed by a child.

☐ 7. Maintaining a flea market in a manner that constitutes a fire hazard.

☐ 8. Discarding refuse or creating a hazardous visual obstruction on:

(A) County owned land or
(B) Land or easements owned or held by a special district that has the County Commissioner's Court as its governing body.

☐ 9. Discarding refuse on the smaller of:

(A) the area that spans 20 feet on each side of a utility line; or
(B) the actual span of the utility easement.

YOU HAVE THIRTY (30) DAYS FROM THE DATE ON WHICH YOU RECEIVE THIS NOTICE TO ABATE THE NUISANCE

The Neighborhood Nuisance Act provides that criminal prosecution or civil action may be initiated if any of the foregoing nuisances remains unabated after the thirtieth day from your receipt of this notice. Your failure to abate a nuisance as required by law may result in one or more of the following:

a. A misdemeanor punishable by a fine not less than $50 nor more than $200 for a first offense.

b. A fine of not less than $200 nor more than $1000 and confinement in jail for not more than six (6) months for a subsequent offense.

c. County-ordered abatement.

d. Abatement by the County, with assessment of costs against you or, if you are the Owner, an attachment of a lien on the property.

If the County initiates abatement procedures under section (d) above, you have the right to a hearing. You are entitled to submit, not later than the thirtieth day after the date on which notice is served, a written request for a hearing to the undersigned. You also have the right to appear at the hearing along with a representative of your choice to present evidence, examine witnesses, and argue on your behalf.

If you request a hearing you must furnish the name and address of the person to be notified of the date, time and place of the hearing.

A request for a hearing does not preclude criminal prosecution by the State or the filing of a civil suit by the County of Galveston.

Please contact me if you have any questions regarding this matter.

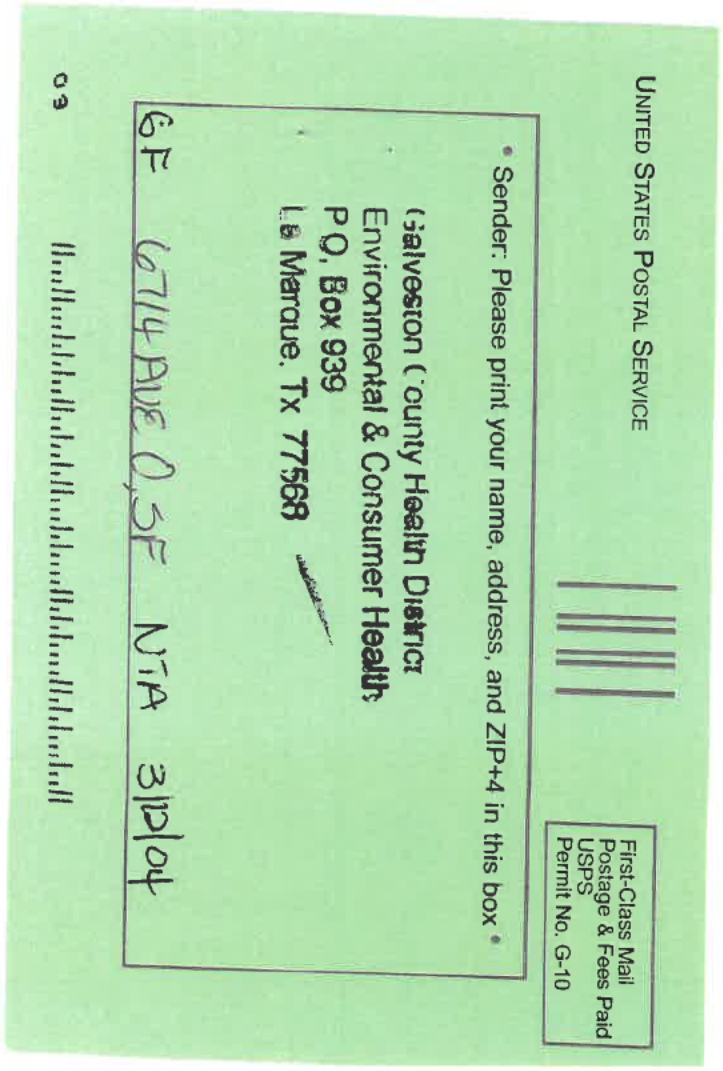
Sincerely,

_____

Garret Foskit, Nuisance Abatement Officer
Galveston County Health District

Received by: _____ Date: _____

Title: _____



UNITED STATES POSTAL SERVICE

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

Galveston County Health District
Environmental & Consumer Health
P.O. Box 939
La Marque, Tx 77568

GF 6714 AVE O, SF NTA 3/29/04

03

U.S. Postal Service
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com
OFFICIAL USE
Postage $
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees $
Postmark Here
Sent To Donald Kellum
Street, Apt. No. or PO Box No. 6714 Ave O
City, State, ZIP+4 Santa Fe, TX 77510

7003 1680 0005 7465 7559

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Donald Kellum
6714 Ave O
Santa Fe, TX 77510

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addres

B. Received by (Printed Name) Don Kellum C. Date of Deliv

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

MAR 29 2004 TX 77510

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchand
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. 7003 1680 0005 7465 7559

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1

GALVESTON COUNTY HEALTH DISTRICT

4C's Clinics, Public Health Programs, Galveston E.M.S.

Harlan "Mark" Guidry, MD, MPH
Chief Executive Officer & Health Authority

Warren J. Holland III
Chief Operating Officer

www.gchd.org

COUNTY OF GALVESTON
NOTICE TO ABATE PUBLIC NUISANCE

DATE: **March 12, 2004**

TO: Donald Kellum
6714 Ave O
Santa Fe, TX 77510

☒ Owner ☐ Lessee ☐ Occupant ☐ Agent
☐ Person in charge of the Premises

Via Cert. Mail: 7003 1680 0005 7465 7559

DEAR: Donald Kellum:

An investigation by the undersigned of property owned ☒, occupied ☐ by you, located at **6714 Ave O, Santa Fe, TX 77510** reveals conditions, as checked below which constitute a public nuisance under Ch. 343 Texas Health & Safety Code, The Neighborhood Nuisance Act:

LEGAL DESCRIPTION: ABST 47 PAGE 17 PT OF OUTLOT 305 (305-6) ALTA LOMA OUTLOTS MH HOLIDAY 1969 14X67 BRN & SALVAGE MH

COPY

☐ 1. Keeping, storing, or accumulating refuse on premises in a neighborhood unless the refuse is entirely contained in a closed receptacle.

☒ 2. Keeping, storing, or accumulating rubbish, including newspapers, abandoned vehicles, refrigerators, stoves, furniture, tires and cans, on premises in a neighborhood or within 300 feet of a public street for ten (10) days or more, unless the rubbish or object is completely enclosed within a building or is not visible from a public street.

☒ 3. Maintaining premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or other disease-carrying pests.

☒ 4. Allowing weeds to grow on premises in a neighborhood if such weeds are located within 300 feet of another residence or commercial establishment.

☐ 5. Maintaining a building in a manner that is structurally unsafe or that constitutes a hazard to safety, health, or public welfare because of inadequate maintenance, unsanitary conditions, dilapidation, obsolescence, disaster, damage, or abandonment or because it constitutes a fire hazard.

☐ 6. Maintaining an abandoned and unoccupied property in a neighborhood a swimming pool that is not protected with:

(A) a fence that is at least four (4) feet high and that has a latched gate that cannot be opened by a child;
or
(B) a cover over the entire swimming pool that cannot be removed by a child.

☐ 7. Maintaining a flea market in a manner that constitutes a fire hazard.

☐ 8. Discarding refuse or creating a hazardous visual obstruction on:

(A) County owned land or
(B) Land or easements owned or held by a special district that has the County Commissioner's Court as its governing body.

☐ 9. Discarding refuse on the smaller of:

(A) the area that spans 20 feet on each side of a utility line; or
(B) the actual span of the utility easement.

YOU HAVE THIRTY (30) DAYS FROM THE DATE ON WHICH YOU RECEIVE THIS NOTICE TO ABATE THE NUISANCE

The Neighborhood Nuisance Act provides that criminal prosecution or civil action may be initiated if any of the foregoing nuisances remains unabated after the thirtieth day from your receipt of this notice. Your failure to abate a nuisance as required by law may result in one or more of the following:

a. A misdemeanor punishable by a fine not less than $50 nor more than $200 for a first offense.

b. A fine of not less than $200 nor more than $1000 and confinement in jail for not more than six (6) months for a subsequent offense.

c. County-ordered abatement.

d. Abatement by the County, with assessment of costs against you or, if you are the Owner, an attachment of a lien on the property.

If the County initiates abatement procedures under section (d) above, you have the right to a hearing. You are entitled to submit, not later than the thirtieth day after the date on which notice is served, a written request for a hearing to the undersigned. You also have the right to appear at the hearing along with a representative of your choice to present evidence, examine witnesses, and argue on your behalf.

COPY

If you request a hearing you must furnish the name and address of the person to be notified of the date, time and place of the hearing.

A request for a hearing does not preclude criminal prosecution by the State or the filing of a civil suit by the County of Galveston.

Please contact me if you have any questions regarding this matter.

Sincerely,

Garret Foskit, Nuisance Abatement Officer
Galveston County Health District

Received by: _____ Date: _____

Title: _____

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Donald Kellum
6714 Ave O
Santa Fe, TX. 77510-

2. Article Number
(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addre

B. Received by *(Printed Name)* C. Date of Deli 8-2-C

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☑ Return Receipt for Merchan
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-

7002 3150 0003 2070 4833

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

Sent To: Donald Kellum
Street, Apt. No.; or PO Box No.: 6714 Ave O
City, State, ZIP+4: Santa Fe, TX. 77510-9399

PS Form 3800, June 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Donald Kellum
6714 Ave O
Santa Fe, TX. 77510-

2. Article Number
(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery 8-3-04

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☑ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

GALVESTON COUNTY HEALTH DISTRICT
NOTICE OF VIOLATION

DATE: July 28, 2004 TIME:

NAME: Donald Kellum ADDRESS: 6714 Ave O Santa Fe, TX. 77510-9399
YOUR ATTENTION IS CALLED TO A VIOLATION OF THE Texas Health and Safety Code "Minimum Standards of Sanitation & Health Protection Measures", Chap 341

ON THE PREMISES AT **6714 Ave O Santa Fe, TX. 77510**

THE VIOLATION IS AS FOLLOWS: **Sec. 341.011 (12)** a condition that is a possible as probable medium of disease transmission to or between humans; **(9)** a place or condition harboring rats in a populous area; **341.013(c)** waste products. Offal, polluting materials, spent chemicals, liquors, brines, garbage, rubbish, refuse, used tires, or other waste of any kind may not be stored, deposited, or disposed of in a manner that may cause the pollution of the surrounding land, the contamination of groundwater or surface water, or the breeding of insects or rodents.

Copy

You are hereby notified to remedy the conditions as stated within **10 Days** from the date of the service of this notice or show cause why you should not be required to do so. If at the expiration of this time, the same condition exists and no cause be shown, such further action will be taken as the law requires.

BY ORDER OF THE GALVESTON COUNTY HEALTH DISTRICT

Galveston - 4700 Broadway
(409) 765-2551

La Marque - 1205 Oak Street
(409) 938-2300

RECEIVED _____ DATE _____
HEALTH OFFICIAL Garret Foskit **TITLE R.S**



Galveston Central Appraisal District

600 Gulf Freeway Suite 113, Texas City, TX 77591, (866) 277-4725
Data on this Web site represents CERTIFIED 2011 Information

Property Detail Sheet (R192848)

1274

Home
General Information
News
FAQ
Searches
- Property ID Search
- Account Search
- Owner Search
- Address Search

Property Data
- Detail Sheet
- Datasheet

Other
- Taxing Units
- Neighborhoods
- Abstracts
- Subdivisions
- New Homestead Info
- Tax Code
- Calendar
- Property Codes
- County Tax Rates
- PROTEST VIDEO
- Forms
- GIS Map Viewer
- County Tax Office
- GIS Shape Files
- PDF Map Index
- 3D Aerial Photos
- Links
- Website Feedback Form
- 2011 Certified Roll

History | Plat Map | GIS Map | Datasheet
Protest

2,3 resolved

- GCHP will remove trailer replace w/ house

Owner Information

Owner ID:	O189534
Owner Name:	KELLUM, DONALD
Owner Address:	6714 AVENUE O SANTA FE,TX 77510-9399
Property Address:	6714 AVE O SANTA FE, TX 77510

Parcel Information

Legal Description:	ABST 47 PAGE 17 PT OF OUTLOT 305 (305-6) ALTA LOMA OUTLOTS MH HOLIDAY 1969 14X66 BRN & SALVAGE MH
Neighborhood:	1095A(1095A - Alta Loma Outlots Pt A)
Acreage:	1
Cross Reference:	1095-0000-0305-006
Undivided Interest:	100%
Exemption Codes:	DP (Disabled Person) HS (Homestead)
Entity Codes:	GGA (Galveston County) J05 (Mainland College) S17 (Santa Fe Isd) RFL (Co Road & Flood) F01 (Galv County Emergency Service #01) D01 (Drainage #1)
Deed Type:	
Deed Book:	
Deed Page:	
Map Page:	303-B

Values Breakdown	2011 Value
Land HS:	$15,000 +
Land NHS:	$0 +
Improvement HS:	$7,560 +
Improvement NHS:	$0 +
Ag Market:	$0
Ag Use:	$0 +
Timber Market:	$0
Timber Use:	$0 +
Appraised:	$22,560 =
Homestead Cap:	$707 -
Assessed:	$21,853 =

Improvements

ID	Type	SPTB	Segs	Value
Imp1	M (Mobile Home)	A2 (Real Residential Mobile Hom	4	$ 6,560

Imp2	M (Mobile Home)	A2 (Real Residential Mobile Hom	1	$ 1,000

Land

ID	Type	SPTB	Acre	Market
Land1	RL (Residential Lot)	A2 (Real Residential Mobile Hom	1.00	$ 15,000



* Adobe Acrobat Reader 5.0 (minimum) is required to view pdf documents. Acrobat Reader is a free program available here.

On 10-5-11, Garret received a call from Deputy Lina, who advised that he had responded to a call at 6714 Ave O in Santa Fe. The call for service was in regards to the property owner digging a large hole with a back-hoe and placing trash in it. Garret and I was familiar with the property and the owner, a Donald Kellum, due to previous complaints regarding trash. Garret and I went to the property and observed that in fact there was a large hole in the ground containing trash, approximately 20 feet west of the trailer house. The trash consisted of empty beer bottles and card board boxes. We spoke with an elderly white female, who identified herself as Donald's mother, due to Donald not being present. Mrs. Kellum was instructed to tell Donald that it was illegal to bury the trash and he needed to correct the issue immediately. Before leaving, I give Mrs. Kellum my business card and requested her to have Donald call me the next date.

On 10-6-11, Garret and I went back to the property and observed large amount of trash in pile at the north end of the property and the hole had been filled. Garret informed Donald that he would be allowed to keep the trash pile until the Burn Band was lifted, as long as he kept the card board boxes from flying away and put out rat poison. Garret also suggested that Donald retain the receipt for the purchase of the rat poison. Donald also agreed to clean up the small pile of card board boxes located at the front of the property.

At this time, the matter is resovled.















Garret Foskit
Nuisance Abatement Officer

Phone: 409-766-4509
Fax: 409-766-4510

Galveston County
Nuisance Abatement Program

COUNTY OF GALVESTON
NOTICE TO ABATE PUBLIC NUISANCE

ID #: 1274

TO: Donald Kellum
6714 Ave O
Santa Fe, TX 77510-9399

DATE: August 14, 2014
(X) Owner ( ) Lessee ( ) Occupant ( ) Agent
( ) Person in charge of the Premises

Via Certified Mail: 7012 2210 0002 3226 3481

DEAR: Donald Kellum:

An investigation by the undersigned of property owned (X), occupied ( ) by you, located at 6714 Ave O, Santa Fe, TX reveals conditions, as checked below, which constitute a public nuisance under Ch. 343 Texas Health & Safety Code, The Neighborhood Nuisance Act:

LEGAL DESCRIPTION: ABST 47 PAGE 17 PT OF OULOT 305 (305-6) ALTA LOMA OUTLOTS MH HOLIDAY 1969 14X67 BRN & SALVAGE MH

☐ 1. Keeping, storing, or accumulating refuse on the premises in a neighborhood unless the refuse us entirely contained in a closed receptacle.

☒ 2. Keeping, storing, or accumulating rubbish, including newspapers, abandoned vehicles, refrigerators, stoves, furniture, tires and cans on premises in a neighborhood for ten (10) days or more unless the rubbish or object is completely within building or is not visible from a public street.

☒ 3. Maintaining premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or other disease-carrying pests.

☐ 4. Allowing weeds to grow on premises in a neighborhood if such weeds are located within 300 feet of another residence or commercial establishment.

☒ 5. Maintaining a building in a manner that is structurally unsafe or that constitutes a hazard to safety, health, or public welfare because of inadequate maintenance, unsanitary conditions, dilapidation, obsolescence, disaster, damage, or abandonment or because it constitutes a fire hazard.

☐ 6. Maintaining on abandoned and unoccupied property in a neighborhood a swimming pool that is not protected with:

(A) a fence that is at least four (4) feet high and that has a latched gate that cannot be opened by a child; or
(B) a cover over the entire swimming pool that cannot be removed by a child.

☐ 7. Maintaining a flea market in a manner that constitutes a fire hazard.

☐ 8. Discarding refuse or creating a hazardous visual obstruction on:

(A) county owned land; or
(B) land or easements owned by or held by a special district that has the County Commissioner's Court as its governing body.

☐ 9. Discarding refuse on the smaller of:

(A) the area that spans 20 feet on each side of a utility line; or
(B) the actual span of the utility easement.

YOU HAVE THIRTY (30) DAYS FROM THE DATE ON WHICH YOU RECEIVE THIS NOTICE TO ABATE THE NUISANCE

1620 Gill Rd * Dickinson, TX 77539

The Neighborhood Nuisance Act provides that criminal prosecution or civil action may be initiated if any of the foregoing nuisances remains unabated after the thirtieth day from your receipt of this notice. Your failure to abate a nuisance as required by law may result in one or more of the following:

a. A misdemeanor punishable by a fine of not less than $50 nor more than $200 for a first offense.

b. A fine of not less than $200 nor more than $1000 and confinement in jail for not more than six (6) months for a subsequent offense.

c. County-ordered abatement.

d. Abatement by the County, with the assessment of costs against you or, if you are the Owner, an attachment of a lien on the property.

If the County initiates abatement procedures under section (d) above, you have the right to a hearing. You are entitled to submit, no later than the thirtieth day after the date on which the notice is served, a written request for a hearing along with a representative of your choice to appear at the hearing to present evidence, examine witnesses, and argue on your behalf.

If you request a hearing you must furnish the name and address of the person to be notified of the date, time and place of the hearing.

A request for a hearing does not preclude criminal prosecution by the State or the filing of a civil suit by the County of Galveston.

Please contact me if you have any questions regarding this matter.

Sincerely,

Garret Foskit, Nuisance Abatement Officer
Galveston County Nuisance Abatement Program

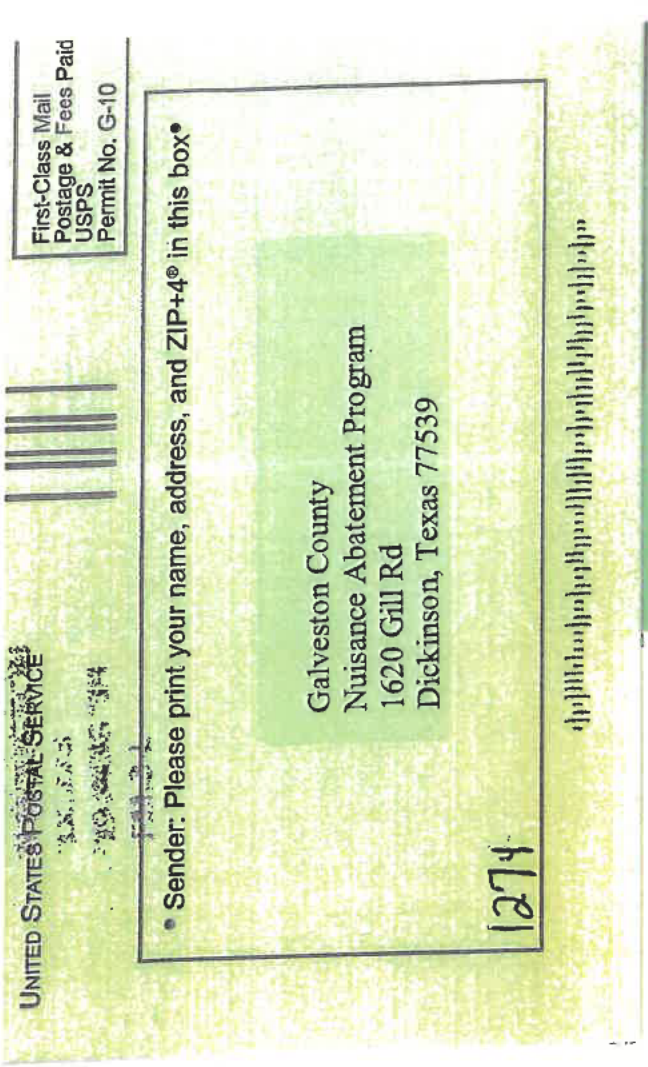
Received by: _____ Date: _____

Title: _____









First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

UNITED STATES POSTAL SERVICE

• Sender: Please print your name, address, and ZIP+4® in this box•

Galveston County
Nuisance Abatement Program
1620 Gill Rd
Dickinson, Texas 77539

1274

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT 1274
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com®
08/18/2014

Postage $
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees $

Postmark Here

Sent To Donald Kellum
Street, Apt. No.; or PO Box No. 6714 Ave O
City, State, ZIP+4 Santa Fe, TX 77510-9399

PS Form 3800, August 2006 See Reverse for Instructions

7012 2210 0002 3226 3481

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT 1274
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com®
08/18/2014

Postage $
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees $

Postmark Here

Sent To Donald Kellum
Street, Apt. No.; or PO Box No. 6714 Ave O
City, State, ZIP+4 Santa Fe, TX 77510-9399

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Donald Kellum
6714 Ave O
Santa Fe, TX 77510-9399

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7012 2210 0002 3226 3481

PS Form 3811, July 2013 Domestic Return Receipt

Jack Ellison
Nuisance Abatement Officer

Phone: 409-766-4509
Fax: 409-766-4510

Galveston County
Nuisance Abatement Program

COUNTY OF GALVESTON
NOTICE TO ABATE PUBLIC NUISANCE

ID #: 1274

TO: Ronnie Neal
6714 Ave O
Santa Fe, TX 77510-9399

DATE: November 10, 2023
( ) Owner ( ) Lessee ( ) Occupant ( ) Agent
(X) Person in charge of the Premises

Via: HAND DELIVERY

DEAR: Ronnie Neal:

An investigation by the undersigned of property owned ( ), occupied (X) by you, located at 6714 Ave O, Santa Fe, TX reveals conditions, as checked below, which constitute a public nuisance under Ch. 343 Texas Health & Safety Code, The Neighborhood Nuisance Act:

LEGAL DESCRIPTION: ABST 47 PAGE 17 PT OF OULOT 305 (305-6) ALTA LOMA OUTLOTS MH HOLIDAY 1969 14X67 BRN & SALVAGE MH

☐ 1. Keeping, storing, or accumulating refuse on the premises in a neighborhood unless the refuse is entirely contained in a closed receptacle.

☒ 2. Keeping, storing, or accumulating rubbish, including newspapers, abandoned vehicles, refrigerators, stoves, furniture, tires and cans on premises in a neighborhood for ten (10) days or more unless the rubbish or object is completely within building or is not visible from a public street.

☒ 3. Maintaining premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or other disease-carrying pests.

☒ 4. Allowing weeds to grow on premises in a neighborhood if such weeds are located within 300 feet of another residence or commercial establishment.

☐ 5. Maintaining a building in a manner that is structurally unsafe or that constitutes a hazard to safety, health, or public welfare because of inadequate maintenance, unsanitary conditions, dilapidation, obsolescence, disaster, damage, or abandonment or because it constitutes a fire hazard.

☐ 6. Maintaining on abandoned and unoccupied property in a neighborhood a swimming pool that is not protected with:

(A) a fence that is at least four (4) feet high and that has a latched and locked gate; and
(B) a cover over the entire swimming pool that cannot be removed by a child.

☐ 7. Maintaining on any property in a neighborhood in a county with a population of more than 1.1 million a swimming pool that is not protected with:

(A) A fence that is at least four (4) feet high and that has a latched gate that cannot be opened by a child; or
(B) A cover over the entire swimming pool that cannot be removed by a child.

☐ 8. Maintaining a flea market in a manner that constitutes a fire hazard.

☐ 9. Discarding refuse or creating a hazardous visual obstruction on:

(A) county owned land; or
(B) land or easements owned by or held by a special district that has the County Commissioner's Court as its governing body.

☐ 10. Discarding refuse on the smaller of:

(A) the area that spans 20 feet on each side of a utility line; or
(B) the actual span of the utility easement.

☐ 11. Filling or blocking a drainage easement, failing to maintain a drainage easement, maintaining a drainage easement in a manner that allows the easement to be clogged with debris, sediment, or vegetation, or violating an agreement with the county to improve or maintain a drainage easement.

☐ 12. Discarding refuse on property that is not authorized for that activity.

☐ 13. Allowing surface discharge from an on-site sewage disposal system.

You have thirty (30) days from the date on which you receive this notice to abate the nuisance.

The Neighborhood Nuisance Act provides that criminal prosecution or civil action may be initiated if any of the foregoing nuisances remains unabated after the thirtieth day from your receipt of this notice. Your failure to abate a nuisance as required by law may result in one or more of the following:

a. A misdemeanor punishable by a fine of not less than $50 nor more than $200 for a first offense.

b. A fine of not less than $200 nor more than $1000 and confinement in jail for not more than six (6) months for a subsequent offense.

c. County-ordered abatement.

d. Abatement by the County, with the assessment of costs against you or, if you are the Owner, an attachment of a lien on the property.

If the County initiates abatement procedures under section (d) above, you have the right to a hearing. You are entitled to submit, no later than the thirtieth day after the date on which the notice is served, a written request for a hearing along with a representative of your choice to appear at the hearing to present evidence, examine witnesses, and argue on your behalf.

If you request a hearing you must furnish the name and address of the person to be notified of the date, time and place of the hearing.

A request for a hearing does not preclude criminal prosecution by the State or the filing of a civil suit by the County of Galveston.

Please contact me if you have any questions regarding this matter.

Sincerely,

Jack R. Ellison Jr.

Jack Ellison, Nuisance Abatement Officer
Galveston County Nuisance Abatement Program

1620 Gill Rd * Dickinson, TX 77539

Jack Ellison
Nuisance Abatement Officer

Phone: 409-766-4509
Fax: 409-766-4510

Galveston County
Nuisance Abatement Program

COUNTY OF GALVESTON
NOTICE TO ABATE PUBLIC NUISANCE

ID #: 1274

TO: John Kellum
6714 Ave O
Santa Fe, TX 77510-9399

DATE: November 10, 2023
( ) Owner ( ) Lessee ( ) Occupant ( ) Agent
(X) Person in charge of the Premises

Via: HAND DELIVERY

DEAR: John Kellum:

An investigation by the undersigned of property owned (X), occupied ( ) by you, located at 6714 Ave O, Santa Fe, TX reveals conditions, as checked below, which constitute a public nuisance under Ch. 343 Texas Health & Safety Code, The Neighborhood Nuisance Act:

LEGAL DESCRIPTION: ABST 47 PAGE 17 PT OF OULOT 305 (305-6) ALTA LOMA OUTLOTS MH HOLIDAY 1969 14X67 BRN & SALVAGE MH

☐ 1. Keeping, storing, or accumulating refuse on the premises in a neighborhood unless the refuse is entirely contained in a closed receptacle.

☒ 2. Keeping, storing, or accumulating rubbish, including newspapers, abandoned vehicles, refrigerators, stoves, furniture, tires and cans on premises in a neighborhood for ten (10) days or more unless the rubbish or object is completely within building or is not visible from a public street.

☒ 3. Maintaining premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or other disease-carrying pests.

☒ 4. Allowing weeds to grow on premises in a neighborhood if such weeds are located within 300 feet of another residence or commercial establishment.

☐ 5. Maintaining a building in a manner that is structurally unsafe or that constitutes a hazard to safety, health, or public welfare because of inadequate maintenance, unsanitary conditions, dilapidation, obsolescence, disaster, damage, or abandonment or because it constitutes a fire hazard.

☐ 6. Maintaining on abandoned and unoccupied property in a neighborhood a swimming pool that is not protected with:

(A) a fence that is at least four (4) feet high and that has a latched and locked gate; and
(B) a cover over the entire swimming pool that cannot be removed by a child.

☐ 7. Maintaining on any property in a neighborhood in a county with a population of more than 1.1 million a swimming pool that is not protected with:

(A) A fence that is at least four (4) feet high and that has a latched gate that cannot be opened by a child; or
(B) A cover over the entire swimming pool that cannot be removed by a child.

☐ 8. Maintaining a flea market in a manner that constitutes a fire hazard.

☐ 9. Discarding refuse or creating a hazardous visual obstruction on:

(A) county owned land; or
(B) land or easements owned by or held by a special district that has the County Commissioner's Court as its governing body.

☐ 10. Discarding refuse on the smaller of:

(A) the area that spans 20 feet on each side of a utility line; or
(B) the actual span of the utility easement.

☐ 11. Filling or blocking a drainage easement, failing to maintain a drainage easement, maintaining a drainage easement in a manner that allows the easement to be clogged with debris, sediment, or vegetation, or violating an agreement with the county to improve or maintain a drainage easement.

☐ 12. Discarding refuse on property that is not authorized for that activity.

☐ 13. Allowing surface discharge from an on-site sewage disposal system.

You have thirty (30) days from the date on which you receive this notice to abate the nuisance.

The Neighborhood Nuisance Act provides that criminal prosecution or civil action may be initiated if any of the foregoing nuisances remains unabated after the thirtieth day from your receipt of this notice. Your failure to abate a nuisance as required by law may result in one or more of the following:

a. A misdemeanor punishable by a fine of not less than $50 nor more than $200 for a first offense.

b. A fine of not less than $200 nor more than $1000 and confinement in jail for not more than six (6) months for a subsequent offense.

c. County-ordered abatement.

d. Abatement by the County, with the assessment of costs against you or, if you are the Owner, an attachment of a lien on the property.

If the County initiates abatement procedures under section (d) above, you have the right to a hearing. You are entitled to submit, no later than the thirtieth day after the date on which the notice is served, a written request for a hearing along with a representative of your choice to appear at the hearing to present evidence, examine witnesses, and argue on your behalf.

If you request a hearing you must furnish the name and address of the person to be notified of the date, time and place of the hearing.

A request for a hearing does not preclude criminal prosecution by the State or the filing of a civil suit by the County of Galveston.

Please contact me if you have any questions regarding this matter.

Sincerely,

Jack R. Ellison Jr.

Jack Ellison, Nuisance Abatement Officer
Galveston County Nuisance Abatement Program

1620 Gill Rd * Dickinson, TX 77539

Jack Ellison
Nuisance Abatement Officer

Phone: 409-766-4509
Fax: 409-766-4510

Galveston County
Nuisance Abatement Program

COUNTY OF GALVESTON
NOTICE TO ABATE PUBLIC NUISANCE

ID #: 1274

TO: Ronald Neal Hagler
6714 Ave O
Santa Fe, TX 77510

DATE: January 11, 2024
( ) Owner ( ) Lessee (X) Occupant ( ) Agent
( ) Person in charge of the Premises

Via: HAND DELIVERY

DEAR: Ronald Neal Hagler

An investigation by the undersigned of property owned ( ), occupied (X) by you, located at 6714 Ave O, Santa Fe, TX reveals conditions, as checked below, which constitute a public nuisance under Ch. 343 Texas Health & Safety Code, The Neighborhood Nuisance Act:

LEGAL DESCRIPTION: ABST 47 PAGE 17 PT OF OULOT 305 (305-6) ALTA LOMA OUTLOTS MH HOLIDAY 1969 14X67 BRN & SALVAGE MH

☐ 1. Keeping, storing, or accumulating refuse on the premises in a neighborhood unless the refuse is entirely contained in a closed receptacle.

☒ 2. Keeping, storing, or accumulating rubbish, including newspapers, abandoned vehicles, refrigerators, stoves, furniture, tires and cans on premises in a neighborhood for ten (10) days or more unless the rubbish or object is completely within building or is not visible from a public street.

☒ 3. Maintaining premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or other disease-carrying pests.

☒ 4. Allowing weeds to grow on premises in a neighborhood if such weeds are located within 300 feet of another residence or commercial establishment.

☐ 5. Maintaining a building in a manner that is structurally unsafe or that constitutes a hazard to safety, health, or public welfare because of inadequate maintenance, unsanitary conditions, dilapidation, obsolescence, disaster, damage, or abandonment or because it constitutes a fire hazard.

☐ 6. Maintaining on abandoned and unoccupied property in a neighborhood a swimming pool that is not protected with:

(A) a fence that is at least four (4) feet high and that has a latched and locked gate; and
(B) a cover over the entire swimming pool that cannot be removed by a child.

☐ 7. Maintaining on any property in a neighborhood in a county with a population of more than 1.1 million a swimming pool that is not protected with:

(A) A fence that is at least four (4) feet high and that has a latched gate that cannot be opened by a child; or
(B) A cover over the entire swimming pool that cannot be removed by a child.

☐ 8. Maintaining a flea market in a manner that constitutes a fire hazard.

☐ 9. Discarding refuse or creating a hazardous visual obstruction on:

(A) county owned land; or
(B) land or easements owned by or held by a special district that has the County Commissioner's Court as its governing body.

☐ 10. Discarding refuse on the smaller of:

(A) the area that spans 20 feet on each side of a utility line; or
(B) the actual span of the utility easement.

☐ 11. Filling or blocking a drainage easement, failing to maintain a drainage easement, maintaining a drainage easement in a manner that allows the easement to be clogged with debris, sediment, or vegetation, or violating an agreement with the county to improve or maintain a drainage easement.

☐ 12. Discarding refuse on property that is not authorized for that activity.

☐ 13. Allowing surface discharge from an on-site sewage disposal system.

You have thirty (30) days from the date on which you receive this notice to abate the nuisance.

The Neighborhood Nuisance Act provides that criminal prosecution or civil action may be initiated if any of the foregoing nuisances remains unabated after the thirtieth day from your receipt of this notice. Your failure to abate a nuisance as required by law may result in one or more of the following:

a. A misdemeanor punishable by a fine of not less than $50 nor more than $200 for a first offense.

b. A fine of not less than $200 nor more than $1000 and confinement in jail for not more than six (6) months for a subsequent offense.

c. County-ordered abatement.

d. Abatement by the County, with the assessment of costs against you or, if you are the Owner, an attachment of a lien on the property.

If the County initiates abatement procedures under section (d) above, you have the right to a hearing. You are entitled to submit, no later than the thirtieth day after the date on which the notice is served, a written request for a hearing along with a representative of your choice to appear at the hearing to present evidence, examine witnesses, and argue on your behalf.

If you request a hearing you must furnish the name and address of the person to be notified of the date, time and place of the hearing.

A request for a hearing does not preclude criminal prosecution by the State or the filing of a civil suit by the County of Galveston.

Please contact me if you have any questions regarding this matter.

Sincerely,

Jack R. Ellison Jr.

Jack Ellison, Nuisance Abatement Officer
Galveston County Nuisance Abatement Program

Received by: _____ Date: _____
Title: _____

ID 1274 **Pictures / Links:** **Currently Corrected?** ☐ **Investigated by:** Jack Ellison

Site Information

CAD Acct #	1095-0000-0305-006
Site Address	6714 Ave O
Site City	Santa Fe
Site State	TX
Site Zip	77510
Legal Desc	ABST 47 PAGE 17 PT OF OULOT 305 (305-6) ALTA LOMA OUTLOTS MH HOLIDAY 1969 14X67 BRN & SALVAGE MH

Owner Information

Last Name	Kellum
First Name	John
Mailing Address	6714 Ave O
Mailing City	Santa Fe
Mailing State	TX
Mailing Zip	77510-9399

Occupant Information

Last Name	Hagler
First Name	Ronald Neal
Mailing Address	6714 Ave O
Mailing City	Santa Fe
Mailing State	TX
Mailing Zip	77510

Comments 01/11/2024 while researching for charges, found occupant didn't provide full and correct info. Updated from "Ronnie Neal" to current for new hand delivered NTA per JRE
11/10/2023 - per JRE owner Donald Kellum is deceased. Typing notice to John Kellum as "owner" and Ronnie Neal as occupant, each to

History

Date	Action	Type	Quantity	Comme
4/5/2001	Complaint Received	Nuisance	0	originally entered as # 768
4/5/2001	Investigated		0	
4/6/2001	Notice Sent	NTA	0	2, 3 & 4
1/9/2003	Complaint Received	Nuisance	0	duplicate. Another record alrea
1/10/2003	Investigated		0	
1/14/2003	Notice Sent	NTA	0	2, 3 & 4
1/16/2003	Green Card Received		0	signed for by Donald Kellum
3/29/2004	Green Card Received		0	signed for by Donald Kellum
7/28/2004	Complaint Received	Minimum Standards	0	
7/28/2004	Investigated		0	

Date	Action	Type	Quantity	Comme
7/29/2004	Notice Sent	NOV	0	341.013© & 341.011(9) & 341.(
8/3/2004	Green Card Received		0	signed for by Donald Kellum
11/16/2005	Other	Update Complaint File	0	Deleted # 1005 from system af
11/16/2005	Other	Update Complaint File	0	Deleted # 768 from system afte
12/14/2005	Other	Updated Complaint File	0	updated history based on actua
10/6/2011	Complaint Received		0	closed complaint per PL
10/6/2011	Complaint Received	Nuisance Abatement	0	Perry Larvin worked complaint.
10/6/2011	Follow Up		0	Per PL: "Garret and I went bacl
10/6/2011	Investigated		0	Per PL: "On 10/05/10 Garret re
8/14/2014	Complaint Received	Nuisance Abatement	0	
8/14/2014	Investigated		0	by PL
8/18/2014	Notice Sent	NTA reg & cert: 7012 2210 0002 3226 3481	0	2, 3 & 5
8/25/2014	Green Card Received	7012 2210 0002 3226 3481	0	signed but not readable
9/26/2014	Check Back		0	COMPLETED 07/29/2015 chec
7/29/2015	Follow Up		0	still valid per JE
8/11/2015	Notice Sent	NTA reg & cert: 7014 1820 0001 9002 2801	0	2, 3 & 5
8/24/2015	Green Card Received	7014 1820 0001 9002 2801	0	signed by Donald Kellum
9/25/2015	Check Back		0	COMPLETED 10/19/15 check I
10/19/2015	Follow Up		0	corrected per JRE
11/2/2015	Corrected		0	closed
11/10/2023	Other	updated complaint file	0	see comments
11/13/2023	Notice Sent	HAND DELIVERY to Ronnie Neal	0	2, 3 & 4
11/13/2023	Notice Sent	HAND DELIVERY to John Kellum	0	2, 3 & 4
12/14/2023	Check Back		0	COMPLETED 01/09/2024 chec
1/9/2024	Follow Up		0	still valid per JRE
1/11/2024	Charges	against John Kellum	3	2, 3 & 4
1/17/2024	Notice Sent	to Occupant for HAND DELIVERY	0	2, 3 & 4
2/18/2024	Check Back		0	COMPLETED 02/26/2024 JRE
5/24/2024	Follow Up		0	still valid per JRE

Date	Action	Type	Quantity	Comme
5/28/2024	Charges	against occupant Ronald Neal Hagler	32, 3 & 4	

Jack Ellison
Nuisance Abatement Officer

Phone: 409-766-4509
Fax: 409-766-4510

Galveston County
Nuisance Abatement Program

COUNTY OF GALVESTON
NOTICE TO ABATE PUBLIC NUISANCE

ID #: 1274

TO: Ronald Neal Hagler
6714 Ave O
Santa Fe, TX 77510

DATE: January 11, 2024
( ) Owner ( ) Lessee (X) Occupant ( ) Agent
( ) Person in charge of the Premises

Via: HAND DELIVERY

DEAR: Ronald Neal Hagler

An investigation by the undersigned of property owned ( ), occupied (X) by you, located at 6714 Ave O, Santa Fe, TX reveals conditions, as checked below, which constitute a public nuisance under Ch. 343 Texas Health & Safety Code, The Neighborhood Nuisance Act:

LEGAL DESCRIPTION: ABST 47 PAGE 17 PT OF OULOT 305 (305-6) ALTA LOMA OUTLOTS MH HOLIDAY 1969 14X67 BRN & SALVAGE MH

☐ 1. Keeping, storing, or accumulating refuse on the premises in a neighborhood unless the refuse is entirely contained in a closed receptacle.

☒ 2. Keeping, storing, or accumulating rubbish, including newspapers, abandoned vehicles, refrigerators, stoves, furniture, tires and cans on premises in a neighborhood for ten (10) days or more unless the rubbish or object is completely within building or is not visible from a public street.

☒ 3. Maintaining premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or other disease-carrying pests.

☒ 4. Allowing weeds to grow on premises in a neighborhood if such weeds are located within 300 feet of another residence or commercial establishment.

☐ 5. Maintaining a building in a manner that is structurally unsafe or that constitutes a hazard to safety, health, or public welfare because of inadequate maintenance, unsanitary conditions, dilapidation, obsolescence, disaster, damage, or abandonment or because it constitutes a fire hazard.

☐ 6. Maintaining on abandoned and unoccupied property in a neighborhood a swimming pool that is not protected with:

(A) a fence that is at least four (4) feet high and that has a latched and locked gate; and
(B) a cover over the entire swimming pool that cannot be removed by a child.

☐ 7. Maintaining on any property in a neighborhood in a county with a population of more than 1.1 million a swimming pool that is not protected with:

(A) A fence that is at least four (4) feet high and that has a latched gate that cannot be opened by a child; or
(B) A cover over the entire swimming pool that cannot be removed by a child.

☐ 8. Maintaining a flea market in a manner that constitutes a fire hazard.

☐ 9. Discarding refuse or creating a hazardous visual obstruction on:

(A) county owned land; or
(B) land or easements owned by or held by a special district that has the County Commissioner's Court as its governing body.

☐ 10. Discarding refuse on the smaller of:

(A) the area that spans 20 feet on each side of a utility line; or
(B) the actual span of the utility easement.

☐ 11. Filling or blocking a drainage easement, failing to maintain a drainage easement, maintaining a drainage easement in a manner that allows the easement to be clogged with debris, sediment, or vegetation, or violating an agreement with the county to improve or maintain a drainage easement.

☐ 12. Discarding refuse on property that is not authorized for that activity.

☐ 13. Allowing surface discharge from an on-site sewage disposal system.

You have thirty (30) days from the date on which you receive this notice to abate the nuisance.

The Neighborhood Nuisance Act provides that criminal prosecution or civil action may be initiated if any of the foregoing nuisances remains unabated after the thirtieth day from your receipt of this notice. Your failure to abate a nuisance as required by law may result in one or more of the following:

a. A misdemeanor punishable by a fine of not less than $50 nor more than $200 for a first offense.

b. A fine of not less than $200 nor more than $1000 and confinement in jail for not more than six (6) months for a subsequent offense.

c. County-ordered abatement.

d. Abatement by the County, with the assessment of costs against you or, if you are the Owner, an attachment of a lien on the property.

If the County initiates abatement procedures under section (d) above, you have the right to a hearing. You are entitled to submit, no later than the thirtieth day after the date on which the notice is served, a written request for a hearing along with a representative of your choice to appear at the hearing to present evidence, examine witnesses, and argue on your behalf.

If you request a hearing you must furnish the name and address of the person to be notified of the date, time and place of the hearing.

A request for a hearing does not preclude criminal prosecution by the State or the filing of a civil suit by the County of Galveston.

Please contact me if you have any questions regarding this matter.

Sincerely,

Jack R. Ellison Jr.

Jack Ellison, Nuisance Abatement Officer
Galveston County Nuisance Abatement Program

Received by: _____ Date: _____
Title: _____

D-246

No. _____

COMPLAINT

THE STATE OF TEXAS

vs.

Ronald Neal Hagler

[redacted]

Filed _____ day of _____, 20____

Justice of the Peace, Precinct No. _____,

Galveston County, Texas

WITNESSES:

Jack Ellison

Galveston County Nuisance Abatement Officer

(409) 766-4509

D-246--COMPLAINT--(Short Form)--Class 2 (Arts. 45, 16 and 45, 17, C.C.P.)

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS:

BEFORE ME, the undersigned authority, on this day personally appeared Jack Ellison, Galveston County Nuisance Abatement Officer, who, after being by me duly sworn, on oath deposes and says: That heretofore, to-wit, on or about the 28th day of May, A.D., 2024, and before the making and filing of this Complaint, in the County of Galveston and State of Texas, Ronald Neal Hagler, of 6714 Ave O, Santa Fe, TX did then unlawfully* violate Ch. 343 of the Texas Health and Safety Code, The Neighborhood Nuisance Act, Section 343.011 (4) by allowing weeds to grow on premises in a neighborhood if the weeds are located within 300 feet of another residence or commercial establishment at 6714 Ave O Santa Fe against the peace and dignity of the State.

_____

Jack Ellison, R.S. Complainant

Sworn to and subscribed before me, this _____ day of _____, A.D. 20 _____

_____ _____

NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS
COMMISSION EXPIRES: _____

JUSTICE OF THE PEACE, PCT. _____

*Here describe specifically the offence committed

Galveston County, Texas

1274

D-246

No. _____

COMPLAINT

THE STATE OF TEXAS

vs.

Ronald Neal Hagler

[redacted]

Filed _____ day of _____, 20_____

_____

Justice of the Peace, Precinct No. _____,

Galveston County, Texas

WITNESSES:

Jack Ellison

Galveston County Nuisance Abatement Officer

(409) 766-4509

D-246--COMPLAINT--(Short Form)--Class 2 (Arts. 45, 16 and 45, 17, C.C.P.)

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS:

BEFORE ME, the undersigned authority, on this day personally appeared Jack Ellison, Galveston County Nuisance Abatement Officer, who, after being by me duly sworn, on oath deposes and says: That heretofore, to-wit, on or about the 28th day of May, A.D., 2024, and before the making and filing of this Complaint, in the County of Galveston and State of Texas, Ronald Neal Hagler, of 6714 Ave O, Santa Fe, TX did then unlawfully* violate Ch. 343 of the Texas Health and Safety Code, The Neighborhood Nuisance Act, Section 343.011 (3) by maintaining premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or disease-carrying pests at 6714 Ave O Santa Fe against the peace and dignity of the State.

_____

Jack Ellison, R.S. Complainant

Sworn to and subscribed before me, this _____ day of _____, A.D. 20 _____

_____ _____

NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS
COMMISSION EXPIRES: _____

JUSTICE OF THE PEACE, PCT. _____

*Here describe specifically the offence committed

Galveston County, Texas

1274

D-246

No. _____

COMPLAINT

THE STATE OF TEXAS

vs.

Ronald Neal Hagler

[redacted]

Filed _____ day of _____, 20_____

Justice of the Peace, Precinct No. _____,

Galveston County, Texas

WITNESSES:

Jack Ellison

Galveston County Nuisance Abatement Officer

(409) 766-4509

D-246--COMPLAINT--(Short Form)--Class 2 (Arts. 45, 16 and 45, 17, C.C.P.)

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS:

BEFORE ME, the undersigned authority, on this day personally appeared Jack Ellison, Galveston County Nuisance Abatement Officer, who, after being by me duly sworn, on oath deposes and says: That heretofore, to-wit, on or about the 28th day of May, A.D., 2024, and before the making and filing of this Complaint, in the County of Galveston and State of Texas, Ronald Neal Hagler, of 6714 Ave O, Santa Fe, TX did then unlawfully* violate Ch. 343 of the Texas Health and Safety Code, The Neighborhood Nuisance Act, Section 343.011 (2) by keeping, storing, or accumulating rubbish, including newspapers, abandoned vehicles, refrigerators, stoves, furniture, tires, and cans, on premises in a neighborhood or within 300 feet of a public street for 10 days or more, unless the rubbish or object is completely enclosed in a building or is not visible from a public street at 6714 Ave O Santa Fe against the peace and dignity of the State.

_____
Jack Ellison, R.S. Complainant

Sworn to and subscribed before me, this _____ day of _____, A.D. 20 _____

_____ _____
NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS
COMMISSION EXPIRES: _____

JUSTICE OF THE PEACE, PCT. _____

*Here describe specifically the offence committed

Galveston County, Texas

1274

D-246

No. _____

COMPLAINT

THE STATE OF TEXAS

vs.

John Randal Kellum

[redacted]

Filed _____ day of _____, 20_____

Justice of the Peace, Precinct No. _____,

Galveston County, Texas

WITNESSES:

Jack Ellison

Galveston County Nuisance Abatement Officer

(409) 766-4509

D-246--COMPLAINT--(Short Form)--Class 2 (Arts. 45, 16 and 45, 17, C.C.P.)

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS:

BEFORE ME, the undersigned authority, on this day personally appeared Jack Ellison, Galveston County Nuisance Abatement Officer, who, after being by me duly sworn, on oath deposes and says: That heretofore, to-wit, on or about the 11th day of January, A.D., 2024, and before the making and filing of this Complaint, in the County of Galveston and State of Texas, John Randal Kellum, of 6714 Ave O, Santa Fe, TX did then unlawfully* violate Ch. 343 of the Texas Health and Safety Code, The Neighborhood Nuisance Act, Section 343.011 (3) by maintaining premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or disease-carrying pests at 6714 Ave O Santa Fe against the peace and dignity of the State.

Jack Ellison, R.S. Complainant

Sworn to and subscribed before me, this _____ day of _____, A.D. 20 _____

NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS
COMMISSION EXPIRES: _____

JUSTICE OF THE PEACE, PCT. _____

*Here describe specifically the offence committed

Galveston County, Texas

1274

D-246

No. _____

COMPLAINT

THE STATE OF TEXAS

vs.

John Randal Kellum

[redacted]

Filed _____ day of _____, 20____

_____

Justice of the Peace, Precinct No. _____,

Galveston County, Texas

WITNESSES:

Jack Ellison

Galveston County Nuisance Abatement Officer

(409) 766-4509

D-246--COMPLAINT--(Short Form)--Class 2 (Arts. 45, 16 and 45, 17, C.C.P.)

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS:

BEFORE ME, the undersigned authority, on this day personally appeared Jack Ellison, Galveston County Nuisance Abatement Officer, who, after being by me duly sworn, on oath deposes and says: That heretofore, to-wit, on or about the 11th day of January, A.D., 2024, and before the making and filing of this Complaint, in the County of Galveston and State of Texas, John Randal Kellum, of 6714 Ave O, Santa Fe, TX did then unlawfully* violate Ch. 343 of the Texas Health and Safety Code, The Neighborhood Nuisance Act, Section 343.011 (4) by allowing weeds to grow on premises in a neighborhood if the weeds are located within 300 feet of another residence or commercial establishment at 6714 Ave O Santa Fe against the peace and dignity of the State.

Jack Ellison, R.S. Complainant

Sworn to and subscribed before me, this _____ day of _____, A.D. 20 _____

NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS
COMMISSION EXPIRES: _____

JUSTICE OF THE PEACE, PCT. _____

*Here describe specifically the offence committed

Galveston County, Texas

1274

D-246

No. _____

COMPLAINT

THE STATE OF TEXAS

vs.

John Randal Kellum

[redacted]

Filed _____ day of _____, 20___

Justice of the Peace, Precinct No. _____,

Galveston County, Texas

WITNESSES:

Jack Ellison

Galveston County Nuisance Abatement Officer

(409) 766-4509

D-246--COMPLAINT--(Short Form)--Class 2 (Arts. 45, 16 and 45, 17, C.C.P.)

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS:

BEFORE ME, the undersigned authority, on this day personally appeared Jack Ellison, Galveston County Nuisance Abatement Officer, who, after being by me duly sworn, on oath deposes and says: That heretofore, to-wit, on or about the 11th day of January, A.D., 2024, and before the making and filing of this Complaint, in the County of Galveston and State of Texas, John Randal Kellum, of 6714 Ave O, Santa Fe, TX did then unlawfully* violate Ch. 343 of the Texas Health and Safety Code, The Neighborhood Nuisance Act, Section 343.011 (2) by keeping, storing, or accumulating rubbish, including newspapers, abandoned vehicles, refrigerators, stoves, furniture, tires, and cans, on premises in a neighborhood or within 300 feet of a public street for 10 days or more, unless the rubbish or object is completely enclosed in a building or is not visible from a public street at 6714 Ave O Santa Fe against the peace and dignity of the State.

Jack Ellison, R.S. Complainant

Sworn to and subscribed before me, this _____ day of _____, A.D. 20 _____

NOTARY PUBLIC, IN AND FOR THE STATE OF TEXAS
COMMISSION EXPIRES: _____

JUSTICE OF THE PEACE, PCT. _____

*Here describe specifically the offence committed

Galveston County, Texas

1274

Jack Ellison
Nuisance Abatement Officer
Phone: 409-766-4509

Galveston County Sheriff's Office
Nuisance Abatement Division

NOTICE TO ABATE PUBLIC NUISANCE
IMMEDIATE ACTION REQUIRED

DATE: March 3, 2026

HAND DELIVERED

John Randal Kellum
6714 Ave O
Santa Fe, TX 77510

(X) Owner ( ) Lessee (X) Occupant ( ) Agent
( ) Person in charge of the Premises

RE: 6714 Ave O Santa Fe, TX 77510
LEGAL DESCRIPTION: ABST 47 L CRAWFORD SUR PT OF OUTLOT 305 (305-6) ALTA LOMA OUTLOTS MH
HOLIDAY 1969 14X66 BRN & SALVAGE MH

Dear Mr. Kellum:

An investigation by the undersigned of property owned (X), occupied () by you, reveals conditions, as checked below, which constitute a public nuisance under **Ch. 343 Texas Health & Safety Code**, The Neighborhood Nuisance Act:

☐ 1. Keeping, storing, or accumulating refuse on the premises in a neighborhood unless the refuse is entirely contained in a closed receptacle.

☒ 2. Keeping, storing, or accumulating rubbish, including newspapers, abandoned vehicles, refrigerators, stoves, furniture, tires and cans on premises in a neighborhood for ten (10) days or more unless the rubbish or object is completely within building or is not visible from a public street.

☒ 3. Maintaining premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or other disease-carrying pests.

☒ 4. Allowing weeds to grow on premises in a neighborhood if such weeds are located within 300 feet of another residence or commercial establishment.

☒ 5. Maintaining a building in a manner that is structurally unsafe or that constitutes a hazard to safety, health, or public welfare because of inadequate maintenance, unsanitary conditions, dilapidation, obsolescence, disaster, damage, or abandonment or because it constitutes a fire hazard.

☐ 6. Maintaining on abandoned and unoccupied property in a neighborhood a swimming pool that is not protected with:

(A) a fence that is at least four (4) feet high and that has a latched and locked gate; and
(B) a cover over the entire swimming pool that cannot be removed by a child.

☐ 7. Maintaining on any property in a neighborhood in a county with a population of more than 1.1 million a swimming pool that is not protected with:

(A) A fence that is at least four (4) feet high and that has a latched gate that cannot be opened by a child; or
(B) A cover over the entire swimming pool that cannot be removed by a child.

☐ 8. Maintaining a flea market in a manner that constitutes a fire hazard.

☐ 9. Discarding refuse or creating a hazardous visual obstruction on:

(A) county owned land; or
(B) land or easements owned by or held by a special district that has the County Commissioner's Court as its governing body.

☐ 10. Discarding refuse on the smaller of:

(A) the area that spans 20 feet on each side of a utility line; or
(B) the actual span of the utility easement.

☐ 11. Filling or blocking a drainage easement, failing to maintain a drainage easement, maintaining a drainage easement in a manner that allows the easement to be clogged with debris, sediment, or vegetation, or violating an agreement with the county to improve or maintain a drainage easement.

☐ 12. Discarding refuse on property that is not authorized for that activity.

☐ 13. Allowing surface discharge from an on-site sewage disposal system.

You have thirty (30) days from the date on which you receive this notice to abate the nuisance.

The Neighborhood Nuisance Act provides that criminal prosecution or civil action may be initiated if any of the foregoing nuisances remains unabated after the thirtieth day from your receipt of this notice. Your failure to abate a nuisance as required by law may result in one or more of the following:

a. A misdemeanor punishable by a fine of not less than $50 nor more than $200 for a first offense.

b. A fine of not less than $200 nor more than $1000 and confinement in jail for not more than six (6) months for a subsequent offense.

c. County-ordered abatement.

d. Abatement by the County, with the assessment of costs against you or, if you are the Owner, an attachment of a lien on the property.

If the County initiates abatement procedures under section (d) above, you have the right to a hearing. You are entitled to submit, no later than the thirtieth day after the date on which the notice is served, a written request for a hearing along with a representative of your choice to appear at the hearing to present evidence, examine witnesses, and argue on your behalf.

If you request a hearing you must furnish the name and address of the person to be notified of the date, time and place of the hearing.

A request for a hearing does not preclude criminal prosecution by the State or the filing of a civil suit by the County of Galveston.

Please contact me if you have any questions regarding this matter.

Sincerely,

Jack Ellison, Nuisance Abatement Officer
Galveston County Sheriff's Office
Nuisance Abatement Division






RE-FRES

















GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*31.

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

Consideration of authorizing the abatement of a public nuisance located at 13529 Montgomery Rd., Santa Fe, TX 77510, submitted by Nuisance Abatement

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	5/29/26 2:05 pm
2	Dianna Martinez	Approve	6/1/26 10:58 am

ID 5081 **Pictures / Links:** **Currently Corrected?** ☐ **Investigated by:** Garret Foskit

Site Information

CAD Acct #	1095-0000-0347-020
Site Address	13529 Montgomery Rd
Site City	Santa Fe
Site State	TX
Site Zip	77510
Legal Desc	ABST 47 L CRAWFORD SUR PT OF OUTLOT 397 (397-20) ALTA LOMA OUTLOTS

Owner Information

Last Name	c/o: J C Perroncel
First Name	Lloyd Perroncel
Mailing Address	112 Bertrand Dr
Mailing City	Lafayette
Mailing State	LA
Mailing Zip	70506-5632

Occupant Information

Last Name	Wainwright
First Name	Michael
Mailing Address	13529 Montgomery Rd
Mailing City	Santa Fe
Mailing State	TX
Mailing Zip	77510

Comments 03/25/2024 - added occupant info per JRE to send notice to as well

History

Date	Action	Type	Quantity	Comme
1/29/2024	Complaint Received	Nuisance Abatement	0	
1/29/2024	Investigated		0	GF
2/5/2024	Notice Sent	NTA reg & cert: 7020 0090 0000 0347 5801	0	2, 3 & 5
3/25/2024	Other	added occupant	0	per JRE
3/26/2024	Notice Sent	Occ NTA reg & cert: 7019 2280 0000 3346 0029	0	2, 3, 4 & 5
4/18/2024	Notice Returned	7019 2280 0000 3346 0029	0	unclaimed
5/19/2024	Check Back		0	COMPLETED 05/24/2024 GF c
5/24/2024	Follow Up		0	still valid per JRE
5/28/2024	Charges	against Occupant Michael Wainwright	4	2, 3, 4 & 5
10/14/2024	Notice Returned		0	owners deceased charges opei

Jack Ellison
Nuisance Abatement Officer
Phone: 409-766-4509

Galveston County Sheriff's Office
Nuisance Abatement Division

NOTICE TO ABATE PUBLIC NUISANCE
IMMEDIATE ACTION REQUIRED

DATE: November 17, 2025

HAND DELIVERED

Emerson Wainwright
13529 Montgomery Rd
Santa Fe, TX 77510

() Owner ( ) Lessee (X) Occupant ( ) Agent
( ) Person in charge of the Premises

RE: 13529 Montgomery Rd
LEGAL DESCRIPTION: ABST 47 L CRAWFORD SUR PT OF OUTLOT 397 (397-20) ALTA LOMA OUTLOTS

Dear Mr. Wainwright:

An investigation by the undersigned of property owned (), occupied (X) by you, reveals conditions, as checked below, which constitute a public nuisance under **Ch. 343 Texas Health & Safety Code**, The Neighborhood Nuisance Act:

☐ 1. Keeping, storing, or accumulating refuse on the premises in a neighborhood unless the refuse is entirely contained in a closed receptacle.

☒ 2. Keeping, storing, or accumulating rubbish, including newspapers, abandoned vehicles, refrigerators, stoves, furniture, tires and cans on premises in a neighborhood for ten (10) days or more unless the rubbish or object is completely within building or is not visible from a public street.

☒ 3. Maintaining premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or other disease-carrying pests.

☒ 4. Allowing weeds to grow on premises in a neighborhood if such weeds are located within 300 feet of another residence or commercial establishment.

☒ 5. Maintaining a building in a manner that is structurally unsafe or that constitutes a hazard to safety, health, or public welfare because of inadequate maintenance, unsanitary conditions, dilapidation, obsolescence, disaster, damage, or abandonment or because it constitutes a fire hazard.

☐ 6. Maintaining on abandoned and unoccupied property in a neighborhood a swimming pool that is not protected with:

(A) a fence that is at least four (4) feet high and that has a latched and locked gate; and
(B) a cover over the entire swimming pool that cannot be removed by a child.

☐ 7. Maintaining on any property in a neighborhood in a county with a population of more than 1.1 million a swimming pool that is not protected with:

(A) A fence that is at least four (4) feet high and that has a latched gate that cannot be opened by a child; or
(B) A cover over the entire swimming pool that cannot be removed by a child.

☐ 8. Maintaining a flea market in a manner that constitutes a fire hazard.

☐ 9. Discarding refuse or creating a hazardous visual obstruction on:

Jack Ellison
Nuisance Abatement Officer
Phone: 409-766-4509

Galveston County Sheriff's Office
Nuisance Abatement Division

NOTICE TO ABATE PUBLIC NUISANCE
IMMEDIATE ACTION REQUIRED
VIA CERTIFIED MAIL: 9589 0710 5270 1814 5955 81

DATE: November 17, 2025

Lloyd Perroncel
P.O. Box 2229
FT Walton BCH, FL 32549

(X) Owner ( ) Lessee (X) Occupant ( ) Agent
( ) Person in charge of the Premises

RE: 13529 Montgomery Rd
LEGAL DESCRIPTION: ABST 47 L CRAWFORD SUR PT OF OUTLOT 397 (397-20) ALTA LOMA OUTLOTS

Dear Mr. Perroncel:

An investigation by the undersigned of property owned (X), occupied () by you, reveals conditions, as checked below, which constitute a public nuisance under **Ch. 343 Texas Health & Safety Code**, The Neighborhood Nuisance Act:

2-19-26
Print charges when we get paper.

☐ 1. Keeping, storing, or acc… unless the refuse is entirely contained in a closed receptacle.

☒ 2. Keeping, storing, or acc… vehicles, refrigerators, stoves, furniture, tires and cans … ore unless the rubbish or object is completely within build…

☒ 3. Maintaining premises in … attract or harbor mosquitoes, rodents, vermin, or other…

☒ 4. Allowing weeds to grow … ted within 300 feet of another residence or commercial…

☒ 5. Maintaining a building in … s a hazard to safety, health, or public welfare because of inade… , obsolescence, disaster, damage, or abandonment or because …

☐ 6. Maintaining on abandone… ning pool that is not protected with:

(A) a fence that is at least four (4) feet high and that has a latched and locked gate; and
(B) a cover over the entire swimming pool that cannot be removed by a child.

☐ 7. Maintaining on any property in a neighborhood in a county with a population of more than 1.1 million a swimming pool that is not protected with:

(A) A fence that is at least four (4) feet high and that has a latched gate that cannot be opened by a child; or
(B) A cover over the entire swimming pool that cannot be removed by a child.

☐ 8. Maintaining a flea market in a manner that constitutes a fire hazard.

☐ 9. Discarding refuse or creating a hazardous visual obstruction on:

(A) county owned land; or

Jack Ellison
Nuisance Abatement Officer
Phone: 409-766-4509

Galveston County Sheriff's Office
Nuisance Abatement Division

NOTICE TO ABATE PUBLIC NUISANCE
IMMEDIATE ACTION REQUIRED

DATE: November 17, 2025

HAND DELIVERED

Adam Godfrey
13529 Montgomery Rd
Santa Fe, TX 77510

() Owner ( ) Lessee (X) Occupant ( ) Agent
( ) Person in charge of the Premises

RE: 13529 Montgomery Rd
LEGAL DESCRIPTION: ABST 47 L CRAWFORD SUR PT OF OUTLOT 397 (397-20) ALTA LOMA OUTLOTS

Dear Mr. Godfrey:

An investigation by the undersigned of property owned (), occupied (X) by you, reveals conditions, as checked below, which constitute a public nuisance under **Ch. 343 Texas Health & Safety Code**, The Neighborhood Nuisance Act:

☐ 1. Keeping, storing, or accumulating refuse on the premises in a neighborhood unless the refuse is entirely contained in a closed receptacle.

☒ 2. Keeping, storing, or accumulating rubbish, including newspapers, abandoned vehicles, refrigerators, stoves, furniture, tires and cans on premises in a neighborhood for ten (10) days or more unless the rubbish or object is completely within building or is not visible from a public street.

☒ 3. Maintaining premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or other disease-carrying pests.

☒ 4. Allowing weeds to grow on premises in a neighborhood if such weeds are located within 300 feet of another residence or commercial establishment.

☒ 5. Maintaining a building in a manner that is structurally unsafe or that constitutes a hazard to safety, health, or public welfare because of inadequate maintenance, unsanitary conditions, dilapidation, obsolescence, disaster, damage, or abandonment or because it constitutes a fire hazard.

☐ 6. Maintaining on abandoned and unoccupied property in a neighborhood a swimming pool that is not protected with:

(A) a fence that is at least four (4) feet high and that has a latched and locked gate; and
(B) a cover over the entire swimming pool that cannot be removed by a child.

☐ 7. Maintaining on any property in a neighborhood in a county with a population of more than 1.1 million a swimming pool that is not protected with:

(A) A fence that is at least four (4) feet high and that has a latched gate that cannot be opened by a child; or
(B) A cover over the entire swimming pool that cannot be removed by a child.

☐ 8. Maintaining a flea market in a manner that constitutes a fire hazard.

☐ 9. Discarding refuse or creating a hazardous visual obstruction on:

Jack Ellison
Nuisance Abatement Officer
Phone: 409-766-4509

Galveston County Sheriff's Office
Nuisance Abatement Division

NOTICE TO ABATE PUBLIC NUISANCE
IMMEDIATE ACTION REQUIRED

9589 0710 5270 1814 5964 10

DATE: FEBRUARY 25, 2026

Melissa Davidson
112 Bertrand Dr.
Lafayette, LA 70506

( ) Owner ( ) Lessee ( ) Occupant ( ) Agent
( ) Person in charge of the Premises

RE: 13529 MONTGOMERY RD SANTA FE, TX 77510
LEGAL DESCRIPTION: ABST 47 L CREAWFORD SUR PT OF PUTLOT 397 (397-20) ALTA LOMA OUTLOTS

Dear Melissa Davidson,

An investigation by the undersigned of property owned ( ), occupied ( ) by you, reveals conditions, as checked below, which constitute a public nuisance under **Ch. 343 Texas Health & Safety Code**, The Neighborhood Nuisance Act:

☐ 1. Keeping, storing, or accumulating refuse on the premises in a neighborhood unless the refuse is entirely contained in a closed receptacle.

☒ 2. Keeping, storing, or accumulating rubbish, including newspapers, abandoned vehicles, refrigerators, stoves, furniture, tires and cans on premises in a neighborhood for ten (10) days or more unless the rubbish or object is completely within building or is not visible from a public street.

☒ 3. Maintaining premises in a manner that creates an unsanitary condition likely to attract or harbor mosquitoes, rodents, vermin, or other disease-carrying pests.

☒ 4. Allowing weeds to grow on premises in a neighborhood if such weeds are located within 300 feet of another residence or commercial establishment.

☒ 5. Maintaining a building in a manner that is structurally unsafe or that constitutes a hazard to safety, health, or public welfare because of inadequate maintenance, unsanitary conditions, dilapidation, obsolescence, disaster, damage, or abandonment or because it constitutes a fire hazard.

☐ 6. Maintaining on abandoned and unoccupied property in a neighborhood a swimming pool that is not protected with:

(A) a fence that is at least four (4) feet high and that has a latched and locked gate; and
(B) a cover over the entire swimming pool that cannot be removed by a child.

☐ 7. Maintaining on any property in a neighborhood in a county with a population of more than 1.1 million a swimming pool that is not protected with:

(A) A fence that is at least four (4) feet high and that has a latched gate that cannot be opened by a child; or
(B) A cover over the entire swimming pool that cannot be removed by a child.

☐ 8. Maintaining a flea market in a manner that constitutes a fire hazard.

☐ 9. Discarding refuse or creating a hazardous visual obstruction on:

(A) county owned land; or

DUPLICATE RECEIPT VIA WEB

CHERYL E. JOHNSON, PCC, CTOP
GALVESTON COUNTY TAX ASSESSOR-COLLECTOR
722 21st Street
Galveston, TX 77550

Certified Owner:

PERRONCEL LLOYD
%J C PERRONCEL
112 BERTRAND DR
LAFAYETTE , LA 70506-5632

Legal Description:
ABST 47 L CRAWFORD SUR PT OF OUTLOT 397
(397-20) ALTA LOMA OUTLOTS

Parcel Address: 13529 MONTGOMERY RD
Legal Acres: 4.0000

Remit Seq No: 44665700
Receipt Date: 10/21/2020
Deposit Date: 10/26/2020
Print Date: 02/25/2026 01:01 PM
Printed By: WEB USER

Deposit No: 929102320CH1
Validation No: 1
Account No: 193552
Operator Code: 929

Year	Tax Unit Name	Rec Type	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2020	Galveston Co	TL	185,400	0.465128	862.35	0.00	0.00	862.35
2020	Road & Flood	TL	185,400	0.010772	19.97	0.00	0.00	19.97
2020	Drain Dist #1	TL	185,400	0.082000	152.03	0.00	0.00	152.03
2020	Esd#1	TL	185,400	0.086207	159.83	0.00	0.00	159.83
2020	Coll Of The Mainland	TL	185,400	0.241963	448.60	0.00	0.00	448.60
2019	Galveston Co	TL	77,870	0.504396	392.77	82.48	95.05	570.30
2019	Road & Flood	TL	77,870	0.011741	9.14	1.92	2.21	13.27
2019	Drain Dist #1	TL	77,870	0.086000	66.97	14.06	16.21	97.24
2019	Esd#1	TL	77,870	0.092500	72.03	15.13	17.43	104.59
2019	Coll Of The Mainland	TL	77,870	0.204254	159.05	33.40	38.49	230.94
2018	Galveston Co	TL	77,870	0.529831	397.36	131.13	105.70	634.19
2018	Road & Flood	TL	77,870	0.002067	1.55	0.51	0.41	2.47
2018	Drain Dist #1	TL	77,870	0.087000	65.25	21.53	17.36	104.14
2018	Ems Dist #1	TL	77,870	0.085000	63.75	21.04	16.96	101.75
2018	Coll Of The Mainland	TL	77,870	0.212755	159.56	52.65	42.44	254.65

Check Number(s):

Credit Card Authorization No: 0

Exemptions on this property:

PAYMENT TYPE: *PARTIAL PAYMENT*

Credit Cards: $3,756.32

Total Applied: $3,756.32

Change Paid: $0.00

CURRENT YEAR TOTAL IS $2,370.49

Account No: 193552
PAYER
MELISSA DAVIDSON
112 BERTRAND DR
LAFAYETTE , LA 70506

DUPLICATE RECEIPT VIA WEB

CHERYL E. JOHNSON, PCC, CTOP
GALVESTON COUNTY TAX ASSESSOR-COLLECTOR
722 21st Street
Galveston, TX 77550

Certified Owner:

PERRONCEL LLOYD
%J C PERRONCEL
112 BERTRAND DR
LAFAYETTE , LA 70506-5632

Legal Description:
ABST 47 L CRAWFORD SUR PT OF OUTLOT 397
(397-20) ALTA LOMA OUTLOTS

Parcel Address: 13529 MONTGOMERY RD
Legal Acres: 4.0000

Remit Seq No: 21099733
Receipt Date: 07/24/2012
Deposit Date: 07/27/2012
Print Date: 02/25/2026 01:01 PM
Printed By: WEB USER

Deposit No: 628072612CH1
Validation No: 1
Account No: 193552
Operator Code: 628

Year	Tax Unit Name	Rec Type	Tax Value	Tax Rate	Levy Paid	P&I	Coll Fee Paid	Total
2011	Galveston Co	TL	51,000	0.612945	312.60	56.27	73.77	442.64
2011	Road & Flood	TL	51,000	0.008855	4.52	0.81	1.07	6.40
2011	Drain Dist #1	TL	51,000	0.115000	58.65	10.56	13.84	83.05
2011	Ems Dist #1	TL	51,000	0.086300	44.01	7.92	10.39	62.32
2011	Mainland Coll	TL	51,000	0.232020	118.33	21.30	27.93	167.56
					$538.11	**$96.86**	**$127.00**	**$761.97**

>- -

Check Number(s):

Credit Card Authorization No: 0

Exemptions on this property:

- -<

PAYMENT TYPE: *PARTIAL PAYMENT*

Credit Cards: $761.97

Total Applied: $761.97

Change Paid: $0.00

CURRENT YEAR TOTAL IS $2,370.49

Account No: 193552
PAYER
Melissa Perroncel
112 Bertrand Dr
Lafayette , LA 70506

Galveston CAD Property Search

Property Details

Account

Property ID: 193552

Geographic ID: 1095-0000-0397-020

Type: R 361-759-3493

Property Use: Emerson Wainwright

Condo:

Location residing in trailer on property - Hand

Situs Address: 13529 MONTGOMERY RD SANTA FE, TX 77510

Map ID: 280-C

Mapsco:

Legal Description: ABST 47 L CRAWFORD SUR PT OF OUTLOT 397 (397-20) ALTA LOMA OUTLOTS

Abstract/Subdivision: S1095

Neighborhood: (1160.2) ANGELL-RUNGE ADDN

2|3|4|5

Owner

Owner ID: 224378

Name: PERRONCEL LLOYD - 2019

Agent:

Mailing Address: %J C PERRONCEL
P O BOX 2229
FT WALTON BCH, FL 32549

% Ownership: 100.0%

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	$0 (+)
Improvement Non-Homesite Value:	$68,800 (+)
Land Homesite Value:	$0 (+)
Land Non-Homesite Value:	$230,000 (+)
Agricultural Market Valuation:	$0 (+)
Market Value:	$298,800 (=)
Agricultural Value Loss:	$0 (-)

Appraised Value:	$298,800 (=)
HS Cap Loss:	$0 (-)
Circuit Breaker:	$0 (-)
Assessed Value:	$298,800
Ag Use Value:	$0

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: PERRONCEL LLOYD **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
D01	DRAINAGE #1	0.066500	$298,800	$298,800	$198.70	
F01	GALV COUNTY EMERGENCY SERVICE #01	0.085476	$298,800	$298,800	$255.40	
GGA	GALVESTON COUNTY	0.322660	$298,800	$298,800	$964.11	
J05	MAINLAND COLLEGE	0.263800	$298,800	$298,800	$788.23	
RFL	CO ROAD & FLOOD	0.003000	$298,800	$298,800	$8.96	
S17	SANTA FE ISD	1.101400	$298,800	$298,800	$3,290.98	

Total Tax Rate: 1.842836

Current Estimated Taxes: $5,506.38

Estimated Taxes Without Exemptions or Limitations: $5,506.38

500

ORIGINAL

Hand delivered
3/5/26

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

Adam Godfrey
13529 Montgomery Rd
Santa Fe TX 77510

3/4/2026

Case No. **26-NTM02-0176**

The State of Texas
VS.
Adam Godfrey

Charge: **NEIGHBORHOOD NUISANCE**
Site: 13529 Montgomery Rd Santa Fe, TX
Fine: **$278.00**

A court date has been set for the **16th day of April, 2026, at 9:00 AM**, or you may remit the fine amount of $**278.00**, for the above-listed charge filed against you by the Galveston County Nuisance Abatement Department. If paying the fine amount remit payment in the form of a cashier's check or money order. Failure to appear or contact this office will result in additional fees and a warrant for your arrest.

PLEASE BE AWARE THAT paying the fine amount without having made corrections may result in additional charges being filed against you. **You may contact Galveston County Nuisance Abatement Officer Jack Ellison at 409-766-4509 for more information to resolve this matter in a satisfactory manner**.

Court Clerk
Galveston County
Justice of the Peace Precinct Two

11730 Highway 6
Santa Fe, Texas 77510

Office: (409) 770-5484

Name: _____

Address: _____

_____

OFFICER'S RETURN

I received the attached Subpoena on _____, 20___, at ____:____ __.m. and executed by delivering a true copy to the named witness at the following time and place:

Name **Date/Time/Place**

_____ _____

_____ _____

Not executed as to the witness _____ for the following reasons:

_____

_____

I actually and necessarily travelled _____ miles in the service of this subpoena in addition to any other mileage I may have traveled in the service of process in the same case during the same trip.

FEES:

Summoning Witness $_____

Mileage $_____

Total **$_____**

_____

CONSTABLE/SHERIFF, PRECINCT _____

_____ COUNTY, TEXAS

BY: _____, Deputy

502

Galveston County Sheriff Office
Nuisance Abatement Division
823 Grand Ave
Bacliff, TX 77518

HOUSTON TX RPDC 773
18 NOV 2025 PM 1 L

FIRST-CLASS

US POSTAGE PITNEY BOWES
ZIP 77518
02 7H
0006101049
$ 000.74⁰
NOV 17 2025

Lloyd Perroncel
PO Box 2229
FT Walton BCH, FL 32549

NIXIE 326 FE 1 7212/21/25
RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

FWD
32549-222929

CERTIFIED MAIL®

Galveston County Sheriff Office
Nuisance Abatement Division
823 Grand Ave
Bacliff, TX 77518

9589 0710 5270 1814 5955 81

HOUSTON TX RPDC 773
18 NOV 2025 PM 5 L

FIRST-CLASS

US POSTAGE PITNEY BOWES
ZIP 77518
02 7H
0006101049
$ 010.44⁰
NOV 17 2025

Lloyd Perroncel
PO Box 2229
FT Walton BCH, FL 32549

KT 11/28 BC Vacant

Bacliff Post Office
1st Attempt _____
2nd Attempt _____
Final Attempt _____

NIXIE 326 DE 1 7212/21/25
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 77518233423 *1991-02340-20-29

FWD
32549-222929

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Lloyd Perroncel
PO Box 229
St Walkmbert, FL 32549

9590 9402 9017 4122 4884 64

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☑ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Mail
Mail Restricted Delivery
00)

Domestic Return Receipt

Galveston County Sheriff Office
Nuisance Abatement Division
323 Grand Ave
Bacliff, TX 77518

HOUSTON TX BPDC 773

FIRST-CLASS

US POSTAGE IMI PITNEY BOWES
ZIP 77518
02 7H
0006101049
$ 000.74⁰
FEB 25 2026

3-30-26

13529 Montgomery Rd
Santa Fe

Mellissa Davidson

112 Bertrand Dr.

Lafayette, LA 70506

NIXIE 708 DE 1 0203/05/26

RETURN TO SENDER
UNDELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 77518161023 *1588-02434-26-42

93260201082[illegible] 70506-56979
77518>1610

9589 0710 5270 1814 5955 81

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Postmark Here

Sent To
Street and Apt. No., or PO Box No.
P.O. Box 2124
City, State, ZIP+4®
Ft. Walton Bch, FL 32549

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 1814 5764 10

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (*check box, add fee as appropriate*)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Postmark Here

Sent To
Melissa Davidson
Street and Apt. No., or PO Box No.
112 Bertrand Dr.
City, State, ZIP+4®
Lafayette, LA 70506

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*32.

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

Consideration for authorization to extend the contracts for ITB 25-042, Inmate Clothing and Supplies submitted by the Purchasing Agent

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/29/26 9:36 am

THE COUNTY OF GALVESTON

FRANK RODRIGUEZ
PURCHASING AGENT

ASHLEY CLARK
ASST. PURCHASING AGENT

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

June 8, 2026

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

RE: ITB 25-042, Inmate Clothing and Supplies

Gentlemen,

The contracts associated with ITB 25-042, Inmate Clothing and Supplies, is scheduled for their first extensions on September 29, 2026. The contracted vendors for this service are Bob barker Col, Inc, Victory Supply, LLC and Charm-Tex.

No amendments to the contracts have been requested at this time.

It is requested that you authorize an extension on this contract.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Frank Rodriguez
Purchasing Agent
Galveston County

Dickey, Tammy

From: Hall, Travis Loren
Sent: Thursday, April 23, 2026 10:22 AM
To: Pope, Clayton; Villarreal, Melencio; Miller, Kelcie; Cagnon, Jennifer; Fleming, Melissa
Cc: Miranda, Anthony; Schlageter, Cody
Subject: RE: Bid - 25-042 - Inmate Clothing and Supplies

Importance: High

Good morning,

Yes, we would like to offer the first extension to both Bob Parker and Charm-Tex. Please let me know if you have any questions or need any additional information. Thank you.

T. Hall | Captain
Bailiff & Corrections Division
600 59th St.
Galveston, TX 77551
O. 409.766.2307 | C. 409.392.1487
Travis.L.Hall@co.galveston.tx.us

From: Pope, Clayton <Clayton.Pope@galvestoncountytx.gov>
Sent: Thursday, April 23, 2026 9:04 AM
To: Villarreal, Melencio <Melencio.Villarreal@co.galveston.tx.us>; Miller, Kelcie <Kelcie.Miller@co.galveston.tx.us>; Cagnon, Jennifer <Jennifer.Cagnon@galvestoncountytx.gov>; Hall, Travis Loren <Travis.L.Hall@co.galveston.tx.us>
Subject: FW: Bid - 25-042 - Inmate Clothing and Supplies

From: Fleming, Melissa <Melissa.Fleming@galvestoncountytx.gov>
Sent: Wednesday, April 22, 2026 4:32 PM
To: Pope, Clayton <Clayton.Pope@galvestoncountytx.gov>; Ham, Christopher <Christopher.Ham@galvestoncountytx.gov>; Villarreal, Melencio <Melencio.Villarreal@co.galveston.tx.us>
Subject: Bid - 25-042 - Inmate Clothing and Supplies

Hello,

The contract for Inmate Clothing and Supplies – 25-042 will expire on 09/28/2026. Would you like to offer the first extension to Bob Barker and Charm-Tex?

Thank you,

Dickey, Tammy

From: Watson, Dink
Sent: Tuesday, April 28, 2026 11:12 AM
To: Benitez Perez, Elmi
Cc: Lopez, Betsaida
Subject: RE: Contract Extension Approval Request – 25-042

Follow Up Flag: Follow up
Flag Status: Completed

Yes, please proceed with offering the first extension to the contract. Things have gone well on our end.

Regards,

Dink T. Watson
Deputy Director of Detention
Galveston County Juvenile Justice
Phone: 409-770-5935
Fax: 409-765-3109

From: Benitez Perez, Elmi <Elmi.Perez@galvestoncountytx.gov>
Sent: Thursday, April 23, 2026 10:58 AM
To: Watson, Dink <Dink.Watson@galvestoncountytx.gov>
Cc: Lopez, Betsaida <Betsaida.Lopez@galvestoncountytx.gov>
Subject: Contract Extension Approval Request – 25-042

Good afternoon Mr. Dink,

I hope you're doing well.

I wanted to ask if you would like to proceed with offering the first extension for Contract 25-042 – Inmate Clothing and Supplies to Bob Barker Company Inc. and Victory Supply LLC. Additionally, please advise if you would like to include the laundry items for Carm-Tex under this extension.

Please let me know how you would like to proceed.

Thank you,

THE COUNTY OF GALVESTON

FRANK RODRIGUEZ
PURCHASING AGENT

ASHLEY CLARK
ASST. PURCHASING AGENT

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

Friday, April 24, 2026

Bob Barker Co., Inc
134 N. Main St
Fuquay-Varina NC, 27526-1934

Sent via email to: ALLISONWILMESMEIER@BOBBARKER.COM

Subject: Award Term Notice of Renewal
RE: Contract # 217536 / Bid # 25-042 - Inmate Clothing and Supplies

Dear Sir or Ma'am,

Pursuant to **Contract No. 217536, 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 **September 28, 2027.**

Should you have any questions or require clarification regarding this renewal, please contact **Ms. Ashley Clark** at Ashley.Clark@galvestoncountytx.gov.

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

With best regards,

Francisco Rodriguez
Purchasing Agent
County of Galveston

Bob Barker Co LLC, Acknowledges receipt of the above-referenced Renewal under the same terms and conditions.

Jennifer Holland
Signature of Authorized Officer or Agent

Contract & Pricing Operations Analyst
Title

Jennifer Holland
Name

05/28/26
Date

THE COUNTY OF GALVESTON

FRANK RODRIGUEZ
PURCHASING AGENT

ASHLEY CLARK
ASST. PURCHASING AGENT

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

Friday, April 24, 2026

Victory Supply LLC
7025 Industrial Park Rd
Mount Pleasant TN, 38474-1074

Sent via email to: SALES@VICTORYSUPPLYINC.COM

Subject: Award Term Notice of Renewal
RE: Contract # 217536 / Bid # 25-042 - Juvenile Justice - Inmate Clothing and Supplies

Dear Sir or Ma'am,

Pursuant to **Contract No. 217536, 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 **September 28, 2027.**

Should you have any questions or require clarification regarding this renewal, please contact **Ms. Ashley Clark** at Ashley.Clark@galvestoncountytx.gov .

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

With best regards,

Francisco Rodriguez
Purchasing Agent
County of Galveston

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

Josh Sartisky
Signature of Authorized Officer or Agent

Director/CEO
Title

Josh Sartisky
Name

5/1/2026
Date

THE COUNTY OF GALVESTON

FRANK RODRIGUEZ
PURCHASING AGENT

ASHLEY CLARK
ASST. PURCHASING AGENT

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

Friday, April 24, 2026

Charm-Tex
1618 Coney Island Ave
Brooklyn NY, 11230

Sent via email to: stan@charm-tex.com

Subject: Award Term Notice of Renewal
RE: Contract # 217536 / Bid # 25-042 - Inmate Clothing and Supplies

Dear Sir or Ma'am,

Pursuant to **Contract No. 217536, 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 **September 28, 2027.**

Should you have any questions or require clarification regarding this renewal, please contact **Ms. Ashley Clark** at Ashley.Clark@galvestoncountytx.gov .

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

With best regards,

Francisco Rodriguez
Purchasing Agent
County of Galveston

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

Signature of Authorized Officer or Agent

VP of Sales
Title

4/30/26

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*33.

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

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

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/29/26 8:42 am

THE COUNTY OF GALVESTON

FRANK RODRIGUEZ
PURCHASING AGENT

ASHLEY CLARK
ASST. PURCHASING AGENT

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

June 8, 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

Nolan, Edward

From: Nolan, Edward
Sent: Friday, May 22, 2026 3:41 PM
To: Dickey, Tammy
Cc: Perez, Jacquelyn
Subject: Agenda request for commissioners court 6/13/2026: 172111, Fleet surplus (13 items) 20260613
Attachments: 172111, Fleet surplus (13 items) 20260613.pdf

Good afternoon,

Could we please place the following assets on the next available commissioners court appropriate removal as surplus: **(172111, Fleet surplus (13 items) 20260613.pdf):**

#	FAID	Unit	VIN	Desc	Notes
1	26577	T27	101701	1999 NEW HOLLAND LX865 Tractor (diesel)	SFFuel - unknown hours / has not been run - unknown condition of engine & transmission - rusty
2	27027	C150	LV5520C350031	2003 JOHN DEERE 5520 Tractor (diesel)	DKSY - 921.7 hours - starts with boost - body has major rust - 1 flat tire / 1 low tire
3	29974	C712	L06415A526315	2007 JOHN DEERE 6415 UTILITY Tractor (diesel)	SFSY - 2680 hours - not been run in 5 years - has slope mowing deck system - missing panels on hood - surface rust - torn fabric on seat
4	30137	E9	4S8SZ16178W030507	2008 MOBARK MO0507 CHIPPER/SHREDDER	SFFuel - 516 hours - could not start 1/3/2025 / some rust & tires in fair condition
5	30146	C4801	1FTSW20R28ED51444	2008 Ford F250 3/4 TON 4X2	DKSY - 182,727 miles - rust on roof & hood/paint chipping / torn drivers seat
6	30846	C3111	2FABP7BV3BX131651	2011 Ford Crown Victoria	DKSY - 119,695 miles / hole in trunk lid / tires: FAIR
7	31662	C0302	1GNLC2E06DR215447	2013 Chev TAHOE 4D CC10706	DKSY - 166,585 miles - tires: FAIR / interior trim on driver front door sag
8	31903	C5404	1P06105DJEM051657	2014 JOHN DEERE 6105D	DKSY - unknown hours / does not run / unknown reason
9	31998	C3623	1FM5K8AR8GGA62920	2016 FORD EXPLORER	DKSY - 76,670 miles - all wheel drive / paint on hood is faided / center console is cracked
10	31999	C1616	1FM5K8AR1GGA62919	2016 Ford EXPLORER Police 4WD	DKSY - 113528 miles - all wheel drive / tires: FAIR
11	32049	C7638	1GNLCDEC8GR148344	2016 Chev TAHOE 2WD	DKSY - 154,187 miles- non-working brakes

12	32633	C3916	1GNLCDEC7KR305838	2019 CHEVROLET TAHOE PPV	DKSY - 127,281 miles – driver's seat torn
13	32766	C3003	1GNLCDEC4LR245146	2020 Chev TAHOE 2WD	DKSY – unknown miles / does not run /

Thanks!

PURCHASING DEPARTMENT

Edward Nolan

Sourcing Manager - Assets

722 Moody, 5th floor, Galveston, TX 77550 | Main:409/770-5417

Edward.Nolan@co.galveston.tx.us | Galvestoncountytx.gov

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

#	FAID	Unit	VIN	Desc	Notes
1	26577	T27	101701	1999 NEW HOLLAND LX865 Tractor (diesel)	SFFuel - unknown hours / has not been run - unknown condition of engine & transmission - rusty
2	27027	C150	LV5520C350031	2003 JOHN DEERE 5520 Tractor (diesel)	DKSY - 921.7 hours - starts with boost - body has major rust - 1 flat tire / 1 low tire
3	29974	C712	L06415A526315	2007 JOHN DEERE 6415 UTILITY Tractor (diesel)	SFSY - 2680 hours - not been run in 5 years - has slope mowing deck system - missing panels on hood - surface rust - torn fabric on seat
4	30137	E9	4S8SZ16178W030507	2008 MOBARK MO0507 CHIPPER/SHREDDER	SFFuel - 516 hours - could not start 1/3/2025 / some rust & tires in fair condition
5	30146	C4801	1FTSW20R28ED51444	2008 Ford F250 3/4 TON 4X2	DKSY - 182,727 miles - rust on roof & hood/paint chipping / torn drivers seat
6	30846	C3111	2FABP7BV3BX131651	2011 Ford Crown Victoria	DKSY - 119,695 miles / hole in trunk lid / tires: FAIR
7	31662	C0302	1GNLC2E06DR215447	2013 Chev TAHOE 4D CC10706	DKSY - 166,585 miles - tires: FAIR / interior trim on driver front door sag
8	31903	C5404	1P06105DJEM051657	2014 JOHN DEERE 6105D	DKSY - unknown hours / does not run / unknown reason
9	31998	C3623	1FM5K8AR8GGA62920	2016 FORD EXPLORER	DKSY - 76,670 miles - all wheel drive / paint on hood is faided / center console is cracked
10	31999	C1616	1FM5K8AR1GGA62919	2016 Ford EXPLORER Police 4W	DKSY - 113528 miles - all wheel drive / tires: FAIR
11	32049	C7638	1GNLCDEC8GR148344	2016 Chev TAHOE 2WD	DKSY - 154,187 miles- non-working brakes
12	32633	C3916	1GNLCDEC7KR305838	2019 CHEVROLET TAHOE PPV	DKSY - 127,281 miles – driver's seat torn
13	32766	C3003	1GNLCDEC4LR245146	2020 Chev TAHOE 2WD	DKSY – unknown miles / does not run /

THE COUNTY OF GALVESTON

FRANK RODRIGUEZ
PURCHASING AGENT

ASHLEY CLARK
ASST. PURCHASING AGENT

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

June 8, 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

5/20/'26 9:44 AM

4/22/'26 8:29 AM

ASSET DISPOSAL REPORT

DATE: 4/21/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT
Department No. & Name, Department Asset Custodian Authorized Signature

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

METHOD OF DISPOSAL

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

Disposal of: 26577 1999 NEW HOLLAND TRACTOR
FAID No.

Reason for disposal: AGE OF ASSET, ASSET HAS BEEN REPLACED

Serial No./VIN #: 101701

From: 172111 FLEET MGMT
Department No. & Name

Location: 2875 NICHOLAS AVE DICKINSON
Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/21/2026
Date Form Processed

Fixed Asset Property Manager

Form No. FA-03

FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 4/21/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: _____ ELIZABETH BRYANT 172111/FLEET MGMT
Signature | Print Name | Department/Division

Re: Pre-auction vehicle disclosure

Starting Bid: _____

Disposal of FAID No: 26577 Description: 1999 NEW HOLLAND TRACTOR

Unit # T27 Serial/VIN: 101701 Mileage: N/A

Reason for Disposal: AGE / MILAGE / ASSET HAS BEEN REPLACED

Has this vehicle ever been in a wreck? ____ Yes ____ No If Yes, what year. ____

What type of damaged resulted from wreck? _____

List any engine issues: _____

List any transmission issues: _____

List any fluid leaks (oil, fuel, radiator, transmission, etc.) _____

Are all tires road-worthy? ____ Yes ____ No If No, please explain: _____

Is there a spare tire? ____ Yes ____ No Is the full jack present? ____ Yes ____ No

Other: PLEASE REFERENCE FINAL INSPECTION REPORT

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/21/2026
Date Form Processed

Edward A
Fixed Asset Property Manager

Form No. FA-06

2/3

ASSET TRANSFER REQUEST

Date: 1/24/2024

To: Purchasing Department, Fixed Asset Property Manager

Transferor: Martha Lee (Authorized Asset Custodian Signature) Martha Lee (Print Name) **Department / Division:** 522020, Parks

Receiver: (Authorized Asset Custodian Signature) Elizabeth Bryant (Print Name) **Department / Division:** 172111, Fleet

RE: Please amend the Inventory to reflect the following change(s) due to TRANSFER

Transfer 26577 (FAID#, last 5 digits) Unit # T27 Description SKID STEER LOADER SerialVIN 101701 (last 5 digits)

From 522020, Parks (Department/Division Name) Location SNFE/SF05 5101 Hwy 6/Ave H (Building, Floor, Suite or Room No)

To 172111, Fleet (Department/Division Name) Location 8875 NICHOLS AVE DKN 77539 (Building, Floor, Suite or Room No)

Reason for Transfer AGE AND HOURS OF ASSET

Transfer (FAID#, last 5 digits) Unit # Description SerialVIN (last 5 digits)

From (Department/Division Name) Location (Building, Floor, Suite or Room No)

To (Department/Division Name) Location (Building, Floor, Suite or Room No)

Reason for Transfer

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

1/25/2024
Date Form Processed

Fixed Asset Property Manager

w:/Fixed Assets/FA Forms/FA-02,Transfer
revised 10/05/2020

Heavy Equipment Inspection Form

Inventory ID: T-27 **Asset Number** 26577 **Fair Market Value:**

Short Description:

Year 1998 Manufacturer NEW HOLLAND Model LX 865

Long Description: Equipment Serial # 101701 [Required for all Marketing]

This Equipment: ☐ Starts ☐ Starts with a Boost & ☐ Is Operable ☐ Is not operable ☐ For Parts Only

Engine: 3.2 L, V 4 ☐ Gas ☒ Diesel engine Engine: ☒ Hours ??? ☐ Miles

This vehicle was maintained every ☐ Hours

Engine Manufacture: NEW HOLLAND **Condition:** ☐ Is Operable ☐ Needs repair ☒ Is in Unknown Condition

Engine Repairs needed: UNKNOWN

Transmission: ☐ Automatic ☐ Manual ___ Speed Transmission: ☐ Hours ☐ Miles

Transmission Manufacture: NEW HOLLAND **Condition:** ☐ Is Operable ☐ Needs Repair ☒ Is Unknown

Transmission Repairs Needed: UNKNOWN

Drivetrain: ☐ 2WD ☐ 4WD ☒ AWD Condition: UNKNOWN

Date Removed From Service: Maintenance Records: ☐ Available ☐ Not Available For Inspection

Exterior: Color YELLOW **Windows:** ☒ No cracked glass ☐ Cracked

Minor ☒ Dents ☒ Scratches ☒ Dings **Tire Condition:** ☐ Low ___ ☐ Flat ___

Damage to: RUST

Additional Damage to: NORMAL WEAR & TEAR

Of Wheels 4 # Of Axles 2 # Of Tracks

Dimensions: 12FT X 5FT 10 IN X 6FT 6 IN

Decals: ☐ None ☐ Have been sprayed ☒ Have been removed ☒ Impressions remain ☐ No impressions

Interior: Color BLACK ☐ Cloth ☒ Vinyl ☐ Leather

Damage to Seats: WORN, TORN & STAINED

Damage to Dash/ Floor: WORN, TORN & STAINED

Radio: Brand NONE ☐ AM ☐ AM/FM ☐ AM/FM Cassette ☐ AM/FM CD

☐ Cruise Control Power: ☐ Steering ☐ Seats ☐ AC ☒ No AC **Condition:** ☐ Cold ☐ Unknown

Additional Equipment: **Manufacturer** **Model**

Serial # **Condition:** ☐ Is Operable ☐ Needs repair ☐ Is in Unknown Condition

Description:

Location of Asset: PARKS DEPT SANTA FE TX 6/18/2024

For more information contact:

5/20/'26 10:26 AM

4/22/'26 8:35 AM

ASSET DISPOSAL REPORT

DATE: 4/21/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT
Department No. & Name, Department Asset Custodian Authorized Signature

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

METHOD OF DISPOSAL

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

Disposal of: 27027 2003 JOHN DEERE TRACTOR
FAID No.

Reason for disposal: AGE OF ASSET, ASSET HAS BEEN REPLACED

Serial No./VIN #: LV5520C350031

From: 172111 FLEET MGMT
Department No. & Name

Location: 2875 NICHOLAS AVE DICKINSON
Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/21/2026
Date Form Processed

Edward J
Fixed Asset Property Manager

Form No. FA-03

1/2
1/9

FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 4/21/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: _____ ELIZABETH BRYANT 172111/FLEET MGMT
Signature | Print Name | Department/Division

Re: Pre-auction vehicle disclosure

Starting Bid: _____

Disposal of FAID No: 27027 Description: 2003 JOHN DEERE TRACTOR

Unit # C150 Serial/VIN: LV5520C350031 Mileage: N/A

Reason for Disposal: AGE / MILAGE / ASSET HAS BEEN REPLACED

Has this vehicle ever been in a wreck? ____ Yes ____ No If Yes, what year.

What type of damaged resulted from wreck?

List any engine issues:

List any transmission issues:

List any fluid leaks (oil, fuel, radiator, transmission, etc.)

Are all tires road-worthy? ____ Yes ____ No If No, please explain:

Is there a spare tire? ____ Yes ____ No Is the full jack present? ____ Yes ____ No

Other: PLEASE REFERENCE FINAL INSPECTION REPORT

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/21/2026 _____
Date Form Processed | Fixed Asset Property Manager

Form No. FA-06

ASSET TRANSFER REQUEST

Date: 11/24/2025

To: Purchasing Department, Fixed Asset Property Manager

Transferor: _____ (Authorized Asset Custodian Signature) Zach Smith (Print Name) **Department / Division:** 312110 Administration

Receiver: _____ (Authorized Asset Custodian Signature) Elizabeth Bryant (Print Name) **Department / Division:** 172111/Fleet Mgmt

RE: Please amend the inventory to reflect the following change(s) due to TRANSFER

Transfer 27027 (FAID#, last 5 digits) Unit # C150 Description 2003 John Deere Tractor SerialVIN 50031 (last 5 digits)

From 312110 Administration (Department/Division Name) Location San Leon/San Leon Stockyard, 1500 FM146 (Building, Floor, Suite or Room No)

To 172111/Fleet Mgmt (Department/Division Name) Location Dickinson/2875 Nichols-Dksn Fleet Lot (Building, Floor, Suite or Room No)

Reason for Transfer Replaced in FY2026 budget, Replaced by C5519

Transfer _____ (FAID#, last 5 digits) Unit # _____ Description _____ SerialVIN _____ (last 5 digits)

From _____ (Department/Division Name) Location _____ (Building, Floor, Suite or Room No)

To _____ (Department/Division Name) Location _____ (Building, Floor, Suite or Room No)

Reason for Transfer _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/21/2026
Date Form Processed

Fixed Asset Property Manager

w:/Fixed Assets/FA Forms/FA-02,Transfer
revised 10/05/2020

5/15/'26 12:25PM

Tractor Inspection Form

Inventory ID: 27027 | **Asset Number** C150 | **Fair Market Value:**

Short Description:
Year 03 Manufacturer John Deere Model 5520 Tractor Serial Number LV5520C35[illegible]231

Please fill in or check **Long Description:**

This Equipment: ☐ Starts ☑ Starts with a Boost & ☑ Is Operable ☐ Is not operable ☐ **For Parts Only**

Engine 4.5 L, V 4 ☐ Gas ☑ Diesel engine ☑ Hours 921.7 ☐ Miles _____

This vehicle was maintained every _____ ☐ Hours Horse Power _____

Engine Manufacture: John Deere **Condition:** ☑ Is Operable ☐ Needs repair ☐ Is in Unknown Condition

Repairs needed: _____

Date Removed From Service: _____ Maintenance Records: ☐ Available ☐ Not Available For Inspection

Transmission

Transmission: ☑ Automatic ☐ Manual 3 Speed Transmission: ☑ Hours 921.7 ☐ Miles _____

Transmission Manufacture: John Deere **Condition:** ☑ Is Operable ☐ Needs Repair ☐ Is Unknown

Drivetrain _____ Repairs Needed: _____

Attachments & Additional Equipment

☐ Backhoe ☐ Front End Loader ☑ PTO Drive ☑ 3 Point Hitch ☐ Other: _____

Mowing Deck: Manufacture: _____ Model: _____ Type: _____ Size: _____

Deck Condition: ☐ Operable ☐ Not Operable & ☐ Damage: _____

Other Equipment: Manufacturer _____ Model _____

Serial # _____ Condition: ☐ Is Operable ☐ Needs repair ☐ Is in Unknown Condition

Description: _____

Exterior: Color Green **Windows:** ☐ No cracked glass ☐ Cracked _____

Minor ☐ Dents ☐ Scratches ☐ Dings **Tire Condition:** ☑ Low 1 ☑ Flat 1

Minor dents to: _____

Major damage to: Body (rust)

Dimensions: _____

Decals: ☑ None ☐ Have been sprayed ☑ Have been removed ☐ Impressions remain ☐ No impressions

Interior: Color Green ☐ Cloth ☐ Vinyl ☑ Leather

Damage to: _____

Radio: Brand _____ ☐ AM ☐ AM/FM ☐ AM/FM Cassette ☐ AM/FM CD

☐ Cruise Control Power: ☐ Steering ☐ Seats ☐ AC ☐ No AC Condition: ☐ Cold ☐ Unknown

Location of Asset: DKN 54

For more information contact: _____

5/20/'26 9:53 AM

4/22/'26 8:30 AM

ASSET DISPOSAL REPORT

DATE: 4/21/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT
Department No. & Name, Department Asset Custodian Authorized Signature

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

METHOD OF DISPOSAL

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

Disposal of: 29974 2007 JOHN DEERE TRACTOR
FAID No.

Reason for disposal: AGE OF ASSET, ASSET HAS BEEN REPLACED

Serial No./VIN #: L06415A526315

From: 172111 FLEET MGMT
Department No. & Name

Location: 2875 NICHOLAS AVE DICKINSON
Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/21/2026
Date Form Processed

Edward [signature]
Fixed Asset Property Manager

Form No. FA-03

FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 4/21/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: _____ ELIZABETH BRYANT 172111/FLEET MGMT
Signature Print Name Department/Division

Re: Pre-auction vehicle disclosure

Disposal of FAID No: 29974 Description: 2007 JOHN DEERE TRACTOR

Unit # C712 Serial/VIN: L06415A526315 Mileage: N/A

Reason for Disposal: AGE / MILAGE / ASSET HAS BEEN REPLACED

Has this vehicle ever been in a wreck? ____ Yes ____ No If Yes, what year.

What type of damaged resulted from wreck?

List any engine issues:

List any transmission issues:

List any fluid leaks (oil, fuel, radiator, transmission, etc.)

Are all tires road-worthy? ____ Yes ____ No If No, please explain:

Is there a spare tire? ____ Yes ____ No Is the full jack present? ____ Yes ____ No

Other: PLEASE REFERENCE FINAL INSPECTION REPORT

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/21/2026
Date Form Processed

Edward A
Fixed Asset Property Manager

Form No. FA-06

2/3

2/18/'26 8:12 AM

9/12/'24 1:23 PM

ASSET TRANSFER REQUEST

Date: 9/12/2024

To: Purchasing Department, Fixed Asset Property Manager

Transferor: (Authorized Asset Custodian Signature) Lee Crowder (Print Name) Department / Division: 296100/ Flood Control

Receiver: (Authorized Asset Custodian Signature) Elizabeth Bryant (Print Name) Department / Division: 172111/Fleet Mgmt

RE: Please amend the inventory to reflect the following change(s) due to TRANSFER

Transfer 29974 (FAID#, last 5 digits) Unit # C712 Description 2007 John Deere Slope Mower SerialVIN 26315 (last 5 digits)

From 296100/Flood Control (Department/Division Name) Location Santa Fe/11730 Hwy 6, West County Annex (Building, Floor, Suite or Room No)

To 172111/Fleet Mgmt (Department/Division Name) Location Santa Fe/11730 Hwy 8, West County Annex (Building, Floor, Suite or Room No)

Reason for Transfer Replaced with transfer from Parks Department

Transfer _____ (FAID#, last 5 digits) Unit # _____ Description _____ SerialVIN _____ (last 5 digits)

From _____ (Department/Division Name) Location _____ (Building, Floor, Suite or Room No)

To _____ (Department/Division Name) Location _____ (Building, Floor, Suite or Room No)

Reason for Transfer _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

10/2/2024
Date Form Processed

Edward [illegible]
Fixed Asset Property Manager

w:/Fixed Assets/FA Forms/FA-02,Transfer
revised 10/05/2020

Tractor Inspection Form

Inventory ID: C712 | **Asset Number** 29974 | **Fair Market Value:**

Short Description:
Year 2007 Manufacturer JOHN DEERE Model 6415 Serial Number L06145A526315

Please fill in or check **Long Description:**

This Equipment: ☐ Starts ☐ Starts with a Boost & ☒ Is Operable ☐ Is not operable ☐ **For Parts Only**

Engine 4.5 L, V 4 ☐ Gas ☒ Diesel engine ☒ Hours 2680 ☐ Miles

This vehicle was maintained every ☐ Hours Horse Power 100

Engine Manufacture: JOHN DEERE **Condition:** ☐ Is Operable ☒ Needs repair ☐ Is in Unknown Condition

Repairs needed: HAS NOT BEEN RUN IN OVER 5 YEARS

Date Removed From Service: Maintenance Records: ☐ Available ☐ Not Available For Inspection

Transmission

Transmission: ☐ Automatic ☒ Manual 12 Speed Transmission: ☒ Hours 2680 ☐ Miles SYNCHROPLUS

Transmission Manufacture: JOHN DEERE **Condition:** ☐ Is Operable ☐ Needs Repair ☒ Is Unknown

Drivetrain 4 WD Repairs Needed: UNKNOWN

Attachments & Additional Equipment

☐ Backhoe ☐ Front End Loader ☒ PTO Drive ☒ 3 Point Hitch ☐ Other: SLOPE MOWING DECK SYSTEM

Mowing Deck: Manufacture: TIGER Model: TRB-60C Type: Size: 60 INCH

Deck Condition: ☐ Operable ☒ Not Operable & ☒ Damage: RUSTED CYLINDER RODS; NO DRIVE SHAFT FOR HYDRAULIC PUMP

Other Equipment: Manufacturer Model

Serial # Condition: ☐ Is Operable ☐ Needs repair ☐ Is in Unknown Condition

Description:

Exterior: Color GREEN/YELLOW **Windows:** ☒ No cracked glass ☐ Cracked

Minor ☒ Dents ☒ Scratches ☒ Dings **Tire Condition:** ☐ Low ☒ Flat 4

Minor dents to: MISSING PANELS ON HOOD; SURFACE RUST

Major damage to:

Dimensions:

Decals: ☐ None ☐ Have been sprayed ☒ Have been removed ☒ Impressions remain ☐ No impressions

Interior: Color TAN ☒ Cloth ☐ Vinyl ☐ Leather

Damage to: TORN FABRIC ON SEAT, FLOOR & HEADLINER STAINED & WORN

Radio: Brand NONE ☐ AM ☐ AM/FM ☐ AM/FM Cassette ☐ AM/FM CD

☐ Cruise Control Power: ☒ Steering ☐ Seats ☒ AC ☐ No AC Condition: ☐ Cold ☒ Unknown

Location of Asset: SFSY 9/25/2024

For more information contact:

5/20/'26 9:49 AM

4/22/'26 8:34 AM

ASSET DISPOSAL REPORT

DATE: 4/21/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT
Department No. & Name, Department Asset Custodian Authorized Signature

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

METHOD OF DISPOSAL

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

Disposal of: 30137 2008 CHIPPER/SHEDDAR TRAILER
FAID No.

Reason for disposal: AGE OF ASSET, ASSET HAS BEEN REPLACED

Serial No./VIN #: 4S8SZ16178W030507

From: 172111 FLEET MGMT Location: 2875 NICHOLAS AVE DICKINSON
Department No. & Name Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/21/2026
Date Form Processed

Fixed Asset Property Manager

Form No. FA-03

FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 4/21/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: _____ ELIZABETH BRYANT 172111/FLEET MGMT
Signature / Print Name / Department/Division

Re: Pre-auction vehicle disclosure

Disposal of FAID No: 30137 Description: 2008 CHIPPER/SHREDDER TRAILER

Unit # E9 Serial/VIN: 4S8SZ16178W030507 Mileage: N/A

Reason for Disposal: AGE / MILAGE / ASSET HAS BEEN REPLACED

Has this vehicle ever been in a wreck? ____ Yes ____ No If Yes, what year.

What type of damaged resulted from wreck?

List any engine issues:

List any transmission issues:

List any fluid leaks (oil, fuel, radiator, transmission, etc.)

Are all tires road-worthy? ____ Yes ____ No If No, please explain:

Is there a spare tire? ____ Yes ____ No Is the full jack present? ____ Yes ____ No

Other: PLEASE REFERENCE FINAL INSPECTION REPORT

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/21/2026
Date Form Processed

_____
Fixed Asset Property Manager

Form No. FA-06

2/3

ASSET TRANSFER REQUEST

Date: 10/11/2024

To: Purchasing Department, Fixed Asset Property Manager

Transferor: Julie Diaz (Authorized Asset Custodian Signature) Julie Diaz (Print Name) Department / Division: 522020, Parks

Receiver: (Authorized Asset Custodian Signature) Elizabeth Bryant (Print Name) Department / Division: 172111, Fleet

RE: Please amend the inventory to reflect the following change(s) due to TRANSFER

Transfer 30137 (FAID#, last 5 digits) Unit # E9 Description 2008 MOBARK Chipper SerialVIN 30507 (last 5 digits)

From 522020, Parks (Department/Division Name) Location SNFE/SF05 Svc Ctr 5101 Ave H (Building, Floor, Suite or Room No)

To 172111, Fleet (Department/Division Name) Location DKSN/DK13 Dickinson Fleet Lot (Building, Floor, Suite or Room No)

Reason for Transfer

Transfer (FAID#, last 5 digits) Unit # Description SerialVIN (last 5 digits)

From (Department/Division Name) Location (Building, Floor, Suite or Room No)

To (Department/Division Name) Location (Building, Floor, Suite or Room No)

Reason for Transfer

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

10/22/2024
Date Form Processed

Fixed Asset Property Manager

w:/Fixed Assets/FA Forms/FA-02.Transfer
revised 10/05/2020

Generic Inspection Form

Inventory ID: E9 | **Asset Number** 30137 | **Anticipated Sale Price:**

Short Description: MORBARK BRUSH CHIPPER

Year 2007 Manufacturer MORBARK Model STORM

Please fill in or check if apply **Long Description:**

CATERPILLAR 3054C ENGINE

This Equipment: ☐ Is Operable ☐ Is Not Operable ☐ For Parts Only ☒ Needs Repair ☐ The Condition is Unknown

☐ Hours: 516 This equipment was maintained every ____ ☐ Hours ☐ Days

Serial # 30507

Repairs needed: WOULD NOT START 1/3/2025

Description of Use

CHIP TREE BRANCHES AND LEAVES FOR DISPOSAL

Color GREEN ☐ Cloth ☐ Vinyl ☐ Leather ☒ Metal ☐ Plastic ☐ Wood ☐ Rubber

Minor damage to: SOME RUST; TIRES IN FAIR CONDITION

Major damage to:

Size: Length: Feet:____ Inches:____ Width/Depth: Feet:____ Inches:____ Height: Feet:____ Inches:____

Men's Size: Women's Size:

Additional Equipment: Manufacturer Model

Serial # Condition: ☐ Is Operable ☐ Needs repair ☐ Unknown Condition

Description:

Additional Equipment: Manufacturer Model

Serial # Condition: ☐ Is Operable ☐ Needs repair ☐ Unknown Condition

Description:

Additional Equipment: Manufacturer Model

Serial # Condition: ☐ Is Operable ☐ Needs repair ☐ Unknown Condition

Description:

Comments:

Location of Asset: SANTA FE SERVICE CENTER 5101 AVE H 1/3/2025

For more information contact:

ASSET DISPOSAL REPORT

DATE: 05/20/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT
Department No. & Name, Department Asset Custodian Authorized Signature

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

METHOD OF DISPOSAL

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

Disposal of: 30146 2008 FORD F250
FAID No.

Reason for disposal: AGE OF ASSET, ASSET HAS BEEN REPLACED

Serial No./VIN #: 1FTSW20R28ED51444

From: 172111 FLEET MGMT Location: 2875 NICHOLAS AVE DICKINSON
Department No. & Name Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/21/2026
Date Form Processed

Fixed Asset Property Manager

Form No. FA-03

FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 05/20/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From _____ ELIZABETH BRYANT 172111/FLEET MGMT
Signature Print Name Department/Division

Re: Pre-auction vehicle disclosure

Starting Bid: _____

Disposal of FAID No: 30146 Description: 2008 FORD F250

Unit # C4801 Serial/VIN: 1FTSW20R28ED51444 Mileage: 182690

Reason for Disposal: AGE / MILAGE / ASSET HAS BEEN REPLACED

Has this vehicle ever been in a wreck? ____ Yes ____ No If Yes, what year.

What type of damaged resulted from wreck?

List any engine issues:

List any transmission issues:

List any fluid leaks (oil, fuel, radiator, transmission, etc.)

Are all tires road-worthy? ____ Yes ____ No If No, please explain:

Is there a spare tire? ____ Yes ____ No Is the full jack present? ____ Yes ____ No

Other: PLEASE REFERENCE FINAL INSPECTION REPORT

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/21/2026 _____
Date Form Processed Fixed Asset Property Manager

Form No. FA-06

ASSET TRANSFER REQUEST

Date: 5/14/2026

To: Purchasing Department, Fixed Asset Property Manager

Transferor: (Authorized Asset Custodian Signature) Martha Lee (Print Name) Department / Division: PARKS

Receiver: (Authorized Asset Custodian Signature) ELIZABETH BRYANT (Print Name) Department / Division: 172111/FLEET MGMT

RE: Please amend the inventory to reflect the following change(s) due to TRANSFER

Transfer 32049 (FAID#, last 5 digits) Unit # C7638 Description 2016 CHEVROLET TAHOE SerialVIN 48344 (last 5 digits)

From PARKS (Department/Division Name) Location 722 MOODY AVE (Building, Floor, Suite or Room No)

To 172111/FLEET MGMT (Department/Division Name) Location 2875 NICHOLAS AVE, DKN 77539 (Building, Floor, Suite or Room No)

Reason for Transfer AGE / MILAGE OF ASSET

Transfer 30146 (FAID#, last 5 digits) Unit # C4801 Description 2008 FORD F250 SerialVIN 51444 (last 5 digits)

From PARKS (Department/Division Name) Location 722 MOODY AVE (Building, Floor, Suite or Room No)

To 172111/FLEET MGMT (Department/Division Name) Location 2875 NICHOLAS AVE, DKN 77539 (Building, Floor, Suite or Room No)

Reason for Transfer AGE / MILAGE OF ASSET

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/21/2026
Date Form Processed

Fixed Asset Property Manager

w/Fixed Assets/FA Forms/TA-02,Transfer
revised 10/05/2020

Vehicle Inspection Form

Inventory ID: 30146 | **Asset Number:** C41801 | **Fair Market Value:**

Short Description:
Year 2008 Make Ford Model F250

VIN: 1FTSW20R28EE51444 Title Restriction: ☐ Y ☐ N

Odometer: 182727 ☑ Miles ☐ Kilometers Odometer Accurate ☐ Y ☐ N: _____

Long Description:

This Vehicle: ☑ Starts ☐ Starts with a Boost & ☑ Runs/Driveable ☐ Engine Runs ☐ Does Not Run ☐ For Parts Only

Engine- Type: 6.4 L, V 8 ☐ Gas ☑ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid

Engine Condition: ☐ Runs ☐ Needs repair ☐ is in unknown condition

Repairs needed: _____

This vehicle was maintained every _____ ☐ Days ☐ Hours ☐ Miles

Date Removed From Service: _____ Maintenance Records: ☐ Available ☐ Not Available For Inspection

Transmission: ☑ Automatic ☐ Manual 4 Speed Condition: ☑ Operable ☐ Needs repair ☐ Is Unknown Condition

Repairs Needed: _____

Drivetrain: ☑ 2 Wheel Drive ☐ 4 Wheel Drive Condition: _____

Exterior: Color: White Windows: ☑ No Cracked Glass ☐ Cracked _____

Minor: ☐ Dents ☐ Scratches ☐ Dings Tire Condition: Good Tread: _____ #Flat 0 Hubcaps #4

Major Damage to: Rust on roof & hood

Additional Damage: Paint chipping

Decals: ☑ None ☐ Have Been Sprayed or ☐ Have been Removed & ☐ Impressions Remain ☐ No Impressions

Emergency equip: ☑ None ☐ Has been removed & ☐ There are holes in the exterior ☐ There are no holes

Interior: Color Tan ☑ Cloth ☐ Vinyl ☐ Leather

Damage to Seats: torn driver seat

Damage to Dash/Floor: _____

Radio: ☐ Stock or ☐ Brand & Model: _____ ☐ AM ☐ AM/FM ☐ AM/FM Cassette ☑ AM/FM CD

☑ AC (Condition: ☑ Cold ☐ Unknown) ☐ No AC Air Bags: ☐ Driver's Side ☑ Dual

☐ Cruise Control ☑ Tilt Steering ☐ Remote Mirrors ☐ Climate Control

Power: ☐ Steering ☑ Windows ☑ Door Locks ☐ Seats

Additional Equipment: _____

Manufacturer _____ Model _____ Serial # _____

☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand ☐ Hitch: Type _____

Location of Asset: DKN 54

For more information contact: _____

Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.

ASSET DISPOSAL REPORT

DATE: 05/20/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT
Department No. & Name, Department Asset Custodian Authorized Signature

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

METHOD OF DISPOSAL

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

Disposal of: 30846 2011 FORD CROWN VICTORIA
FAID No.

Reason for disposal: AGE OF ASSET, ASSET HAS BEEN REPLACED

Serial No./VIN #: 2FABP7BV3BX131651

From: 172111 FLEET MGMT Location: 2875 NICHOLAS AVE DICKINSON
Department No. & Name Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/21/2026
Date Form Processed

Fixed Asset Property Manager

Form No. FA-03

FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 05/20/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: _____ ELIZABETH BRYANT 172111/FLEET MGMT

Signature | Print Name | Department/Division

Re: Pre-auction vehicle disclosure

Starting Bid: _____

Disposal of FAID No: 30846 Description: 2011 FORD CROWN VICTORIA

Unit # C3111RET Serial/VIN: 2FABP7BV3BX131651 Mileage: 119693

Reason for Disposal: AGE / MILAGE / ASSET HAS BEEN REPLACED

Has this vehicle ever been in a wreck? ____ Yes ____ No If Yes, what year. _____

What type of damaged resulted from wreck?

List any engine issues:

List any transmission issues:

List any fluid leaks (oil, fuel, radiator, transmission, etc.)

Are all tires road-worthy? ____ Yes ____ No If No, please explain:

Is there a spare tire? ____ Yes ____ No Is the full jack present? ____ Yes ____ No

Other: PLEASE REFERENCE FINAL INSPECTION REPORT

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/21/2026
Date Form Processed

Edward
Fixed Asset Property Manager

Form No. FA-06

ASSET TRANSFER REQUEST

Date: 5/14/2026

To: Purchasing Department, Fixed Asset Property Manager

Transferor: _____ (Authorized Asset Custodian Signature) _____ (Print Name) **Department / Division:** SHERIFF

Receiver: _____ (Authorized Asset Custodian Signature) ELIZABETH BRYANT (Print Name) **Department / Division:** 172111/FLEET MGMT

RE: Please amend the inventory to reflect the following change(s) due to TRANSFER

Transfer 30846 (FAID#, last 5 digits) **Unit #** C3111 **Description** 2011 FORD CROWN VICTORIA **Serial/VIN** 31651 (last 5 digits)

From SHERIFF (Department/Division Name) **Location** 601 54TH ST (Building, Floor, Suite or Room No)

To 172111/FLEET MGMT (Department/Division Name) **Location** 2875 NICHOLAS AVE, DKN 77539 (Building, Floor, Suite or Room No)

Reason for Transfer AGE / MILAGE OF ASSET

Transfer 31998 (FAID#, last 5 digits) **Unit #** C3623 **Description** 2016 FORD EXPLORER **Serial/VIN** 62920 (last 5 digits)

From SHERIFF (Department/Division Name) **Location** 601 54TH ST (Building, Floor, Suite or Room No)

To 172111/FLEET MGMT (Department/Division Name) **Location** 2875 NICHOLAS AVE, DKN 77539 (Building, Floor, Suite or Room No)

Reason for Transfer AGE / MILAGE OF ASSET

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/21/2026
Date Form Processed

Fixed Asset Property Manager

w:/Fixed Assets/FA Forms/FA-07,Transfer
revised 10/05/2020

Vehicle Inspection Form

Inventory ID: 30846 **Asset Number:** C3 MRET **Fair Market Value:**

Short Description:
Year 2011 Make Ford Model Crown Vic

VIN: 2FABP7BV3BX132651 Title Restriction: ☐ Y ☐ N

Odometer: 119695 ☒ Miles ☐ Kilometers Odometer Accurate ☐ Y ☐ N: _ _

Long Description:
This Vehicle: ☐ Starts ☒ Starts with a Boost & ☒ Runs/Driveable ☐ Engine Runs ☐ Does Not Run ☐ For Parts Only

Engine- Type: 4.6 L, V 8 ☒ Gas ☐ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid

Engine Condition: ☒ Runs ☐ Needs repair ☐ is in unknown condition

Repairs needed: _____

This vehicle was maintained every _____ ☐ Days ☐ Hours ☐ Miles

Date Removed From Service: _____ Maintenance Records: ☐ Available ☐ Not Available For Inspection

Transmission: ☒ Automatic ☐ Manual 4 Speed . Condition: ☒ Operable ☐ Needs repair ☐ Is Unknown Condition

Repairs Needed: _____

Drivetrain: ☒ 2 Wheel Drive ☐ 4 Wheel Drive Condition: _____

Exterior: Color: White Windows: ☒ No Cracked Glass ☐ Cracked _____

Minor: ☐ Dents ☐ Scratches ☐ Dings Tire Condition: Fair Tread: _____ #Flat 0 Hubcaps # 4

Major Damage to: _____

Additional Damage: Small hole in front Lid

Decals: ☐ None ☐ Have Been Sprayed or ☒ Have been Removed & ☐ Impressions Remain ☐ No Impressions

Emergency equip: ☐ None ☒ Has been removed & ☐ There are holes in the exterior ☐ There are no holes

Interior: Color Gray ☒ Cloth ☒ Vinyl ☐ Leather

Damage to Seats: NO

Damage to Dash/Floor: NO

Radio: ☒ Stock or ☐ Brand & Model: _____ ☐ AM ☐ AM/FM ☐ AM/FM Cassette ☒ AM/FM CD

☒ AC (Condition: ☐ Cold ☒ Unknown) ☐ No AC Air Bags: ☐ Driver's Side ☒ Dual

☒ Cruise Control ☒ Tilt Steering ☒ Remote Mirrors ☒ Climate Control

Power: ☒ Steering ☒ Windows ☒ Door Locks ☐ Seats

Additional Equipment: _____

Manufacturer _____ Model _____ Serial # _____

☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand _____ ☐ Hitch: Type _____

Location of Asset: DKN 69

For more information contact: _____

Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.

1/1

ASSET DISPOSAL REPORT

DATE: 05/20/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT
Department No. & Name, Department Asset Custodian Authorized Signature

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

METHOD OF DISPOSAL

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

Disposal of: 31662 2013 CHEVORLET TAHOE
FAID No.

Reason for disposal: AGE OF ASSET, ASSET HAS BEEN REPLACED

Serial No./VIN #: 1GNLC2E06DR215447

From: 172111 FLEET MGMT
Department No. & Name

Location: 2875 NICHOLAS AVE DICKINSON
Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/21/202
Date Form Processed

Fixed Asset Property Manager

Form No. FA-03

FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 05/20/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: [signature] ELIZABETH BRYANT 172111/FLEET MGMT
Signature | Print Name | Department/Division

Re: Pre-auction vehicle disclosure

Starting Bid:

Disposal of FAID No: 31662 Description: 2013 CHEVORLET TAHOE

Unit # C0302RET Serial/VIN: 1GNLC2E06DR215447 Mileage: 166545

Reason for Disposal: AGE / MILAGE / ASSET HAS BEEN REPLACED

Has this vehicle ever been in a wreck? ____ Yes ____ No If Yes, what year. ____

What type of damaged resulted from wreck? ____

List any engine issues: ____

List any transmission issues: ____

List any fluid leaks (oil, fuel, radiator, transmission, etc.) ____

Are all tires road-worthy? ____ Yes ____ No If No, please explain: ____

Is there a spare tire? ____ Yes ____ No Is the full jack present? ____ Yes ____ No

Other: PLEASE REFERENCE FINAL INSPECTION REPORT

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/21/2026
Date Form Processed

[signature]
Fixed Asset Property Manager

Form No. FA-06

ASSET TRANSFER REQUEST

Date: 2/17/2022

To: Purchasing Department, Fixed Asset Property Manager

Transferor: _____ (Authorized Asset Custodian Signature) Scott Tafuri (Print Name) **Department / Division:** 291010/Emergency Mgmt

Receiver: _____ (Authorized Asset Custodian Signature) Elizabeth Bryant (Print Name) **Department / Division:** 172111/Fleet Mgmt

RE: Please amend the inventory to reflect the following change(s) due to TRANSFER

Transfer 31662 (FAID#, last 5 digits) Unit # C2302 Description 2013 Chevy Tahoe SerialVIN 15447 (last 5 digits)

From 291010/Emergency Mgmt (Department/Division Name) Location GCEMF, 1353 FM 646, Suite 201 (Building, Floor, Suite or Room No)

To 172111/Fleet Mgmt (Department/Division Name) Location Dickinson/Road & Bridge, 5115 Hwy 3 (Building, Floor, Suite or Room No)

Reason for Transfer Going to be a loner for Sheriffs department / Asset has been replaced

Transfer _____ (FAID#, last 5 digits) Unit # _____ Description _____ SerialVIN _____ (last 5 digits)

From _____ (Department/Division Name) Location _____ (Building, Floor, Suite or Room No)

To _____ (Department/Division Name) Location _____ (Building, Floor, Suite or Room No)

Reason for Transfer _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

2/28/2022
Date Form Processed

_____
Fixed Asset Property Manager

W:\Fixed Assets\FA Forms\FA-02,Transfer
revised 10/05/2020

Vehicle Inspection Form

Inventory ID: 31662 | **Asset Number:** CC302RET | **Fair Market Value:**

Short Description:
Year 2013 Make Chevy Model Tahoe

VIN: 1GNLC2E06DR215447 Title Restriction: ☐Y ☐N

Odometer: 166585 ☑Miles ☐Kilometers Odometer Accurate ☐Y ☐N:

Long Description:
This Vehicle: ☐Starts ☑Starts with a Boost & ☑Runs/Driveable ☑Engine Runs ☐Does Not Run ☐For Parts Only
Engine- Type: 5.3 L, V 8 ☑Gas ☐Diesel Engine ☐Propane/Natural Gas ☐Gas/Electric Hybrid
Engine Condition: ☑Runs ☐Needs repair ☐is in unknown condition
Repairs needed:
This vehicle was maintained every ☐Days ☐Hours ☐Miles
Date Removed From Service: Maintenance Records: ☐Available ☐Not Available For Inspection
Transmission: ☑Automatic ☐Manual Speed Condition: ☑Operable ☐Needs repair ☐Is Unknown Condition
Repairs Needed:
Drivetrain: ☑2 Wheel Drive ☐4 Wheel Drive Condition:

Exterior: Color: White Windows: ☑No Cracked Glass ☐Cracked
Minor: ☐Dents ☐Scratches ☐Dings Tire Condition: Fair Tread: #Flat Hubcaps # 3
Major Damage to:
Additional Damage:
Decals: ☑None ☐Have Been Sprayed or ☑Have been Removed & ☐Impressions Remain ☐No Impressions
Emergency equip: ☑None ☑Has been removed & ☐There are holes in the exterior ☐There are no holes

Interior: Color Black ☑Cloth ☐Vinyl ☑Leather
Damage to Seats: Ripping interior from driver front door
Damage to Dash/Floor:
Radio: ☐Stock or ☐Brand & Model: ☐AM ☐AM/FM ☐AM/FM Cassette ☐AM/FM CD
☑AC (Condition: ☑Cold ☐Unknown) ☐No AC Air Bags: ☐Driver's Side ☐Dual
☑Cruise Control ☑Tilt Steering ☑Remote Mirrors ☑Climate Control
Power: ☑Steering ☑Windows ☑Door Locks ☑Seats

Additional Equipment: Tool box
Manufacturer Model Serial #
☐Tool Box ☐Light Bar ☐Ladder Rack ☐Utility Body: Brand ☐Hitch: Type

Location of Asset: DFW 59
For more information contact:
Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.

ASSET DISPOSAL REPORT

DATE: 05/20/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT
Department No. & Name, Department Asset Custodian Authorize: Signature

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

METHOD OF DISPOSAL

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

Disposal of: 31903 2014 JOHN DEERE TRACTOR
FAID No.

Reason for disposal: AGE OF ASSET, ASSET HAS BEEN REPLACED

Serial No./VIN #: 1P06105DJEM051657

From: 172111 FLEET MGMT
Department No. & Name

Location: 2875 NICHOLAS AVE DICKINSON
Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/21/2026
Date Form Processed

Fixed Asset Property Manager

Form No. FA-03

FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 05/20/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: [signature] ELIZABETH BRYANT 172111/FLEET MGMT
Signature Print Name Department/Division

Re: Pre-auction vehicle disclosure

Starting Bid:

Disposal of FAID No: 31903 Description: 2014 JOHN DEERE TRACTOR

Unit # C5404 Serial/VIN: 1P06105DJEM051657 Mileage: N/A

Reason for Disposal: AGE / MILAGE / ASSET HAS BEEN REPLACED

Has this vehicle ever been in a wreck? ____ Yes ____ No If Yes, what year.

What type of damaged resulted from wreck?

List any engine issues:

List any transmission issues:

List any fluid leaks (oil, fuel, radiator, transmission, etc.)

Are all tires road-worthy? ____ Yes ____ No If No, please explain:

Is there a spare tire? ____ Yes ____ No Is the full jack present? ____ Yes ____ No

Other: PLEASE REFERENCE FINAL INSPECTION REPORT

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/21/2026
Date Form Processed

[signature]
Fixed Asset Property Manager

Form No. FA-06

ASSET TRANSFER REQUEST

Date: 3/30/2026

To: Purchasing Department, Fixed Asset Property Manager

From: (Authorized Asset Custodian Signature) Zach Smith (Print Name) Department/ Division: 296100 Flood Control

RE: Please amend the inventory to reflect the following change(s) due to TRANSFER

Transfer 31903 (FAID#, last 5 digits) Unit # C5404 Description Slope Mower Tractor SerialVIN 51657 (last 5 digits)

From 296100 Flood Control (Department/Division Name) Location Crystal Beach/ 920 Noble Carl Dr (Building, Floor, Suite or Room No)

To 296100 Flood Control (Department/Division Name) Location Dickinson/2875 Nichols-Dksn Fleet Lot (Building, Floor, Suite or Room No)

Reason for Transfer Change of location within the department

Transfer 31898 (FAID#, last 5 digits) Unit # C5404A Description Slope Mower Attachment SerialVIN 601658 (last 5 digits)

From 296100 Flood Control (Department/Division Name) Location Crystal Beach/ 920 Noble Carl Dr (Building, Floor, Suite or Room No)

To 296100 Flood Control (Department/Division Name) Location Dickinson/2875 Nichols-Dksn Fleet Lot (Building, Floor, Suite or Room No)

Reason for Transfer Change of location within the department

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/21/2026
Date Form Processed

Edward A. [illegible]
Fixed Asset Property Manager

w:/Fixed Assets/FA Forms/FA-02,Transfer
revised 03/18/2019

Vehicle Inspection Form

Inventory ID: 31903 | Asset Number: C5404 | Fair Market Value:

Short Description:
Year 2014 Make John Deere Model 6105D Tractor

VIN: 1P06105DJEM031657 Title Restriction: ☐ Y ☐ N

Odometer: ☐☐☐☐☐☐ ☐ Miles ☐ Kilometers Odometer Accurate ☐ Y ☐ N:

Long Description:

This Vehicle: ☐ Starts ☐ Starts with a Boost & ☐ Runs/Driveable ☐ Engine Runs ☑ Does Not Run ☐ For Parts Only

Engine- Type: 4S L, V 4 ☐ Gas ☑ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid

Engine Condition: ☐ Runs ☐ Needs repair ☐ is in unknown condition

Repairs needed:

This vehicle was maintained every ☐ Days ☐ Hours ☐ Miles

Date Removed From Service: Maintenance Records: ☐ Available ☐ Not Available For Inspection

Transmission: ☑ Automatic ☐ Manual Speed Condition: ☐ Operable ☐ Needs repair ☐ Is Unknown Condition

Repairs Needed:

Drivetrain: ☑ 2 Wheel Drive ☐ 4 Wheel Drive Condition:

Exterior: Color: Green Windows: ☑ No Cracked Glass ☐ Cracked

Minor: ☐ Dents ☐ Scratches ☐ Dings Tire Condition: Fair Tread: #Flat 0 Hubcaps #

Major Damage to:

Additional Damage:

Decals: ☑ None ☐ Have Been Sprayed or ☑ Have been Removed & ☐ Impressions Remain ☐ No Impressions

Emergency equip: ☑ None ☑ Has been removed & ☐ There are holes in the exterior ☐ There are no holes

Interior: Color Green ☑ Cloth ☐ Vinyl ☐ Leather

Damage to Seats:

Damage to Dash/Floor:

Radio: ☐ Stock or ☐ Brand & Model: ☐ AM ☐ AM/FM ☐ AM/FM Cassette ☐ AM/FM CD

☐ AC (Condition: ☐ Cold ☐ Unknown) ☐ No AC Air Bags: ☐ Driver's Side ☐ Dual

☐ Cruise Control ☐ Tilt Steering ☐ Remote Mirrors ☐ Climate Control

Power: ☐ Steering ☐ Windows ☐ Door Locks ☐ Seats

Additional Equipment:

Manufacturer Model Serial #

☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand ☐ Hitch: Type

Location of Asset: DKN 39

For more information contact:

Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.

ASSET DISPOSAL REPORT

DATE: 05/20/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT
Department No. & Name, Department Asset Custodian Authorized Signature

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

METHOD OF DISPOSAL

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

Disposal of: 31998 2016 FORD EXPLORER
FAID No.

Reason for disposal: AGE OF ASSET, ASSET HAS BEEN REPLACED

Serial No./VIN #: 1FM5K8AR8GGA62920

From: 172111 FLEET MGMT
Department No. & Name

Location: 2875 NICHOLAS AVE DICKINSON
Building, Floor, Suite, or Room No.

Comments:

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/21/2026
Date Form Processed

Fixed Asset Property Manager

Form No. FA-03

FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 05/20/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: _____ ELIZABETH BRYANT 172111/FLEET MGMT
Signature | Print Name | Department/Division

Re: Pre-auction vehicle disclosure

Starting Bid: _____

Disposal of FAID No: 31998 Description: 2016 FORD EXPLORER

Unit # C3623RET Serial/VIN: 1FM5K8AR8GGA62920 Mileage: 76669

Reason for Disposal: AGE / MILAGE / ASSET HAS BEEN REPLACED

Has this vehicle ever been in a wreck? ____ Yes ____ No If Yes, what year. _____

What type of damaged resulted from wreck?

List any engine issues:

List any transmission issues:

List any fluid leaks (oil, fuel, radiator, transmission, etc.)

Are all tires road-worthy? ____ Yes ____ No If No, please explain:

Is there a spare tire? ____ Yes ____ No Is the full jack present? ____ Yes ____ No

Other: PLEASE REFERENCE FINAL INSPECTION REPORT

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/21/2026
Date Form Processed

Edward [illegible]
Fixed Asset Property Manager

Form No. FA-06

ASSET TRANSFER REQUEST

Date: 5/14/2026

To: Purchasing Department, Fixed Asset Property Manager

Transferor: _____ (Authorized Asset Custodian Signature) _____ (Print Name) **Department / Division:** SHERIFF

Receiver: _____ (Authorized Asset Custodian Signature) ELIZABETH BRYANT (Print Name) **Department / Division:** 172111/FLEET MGMT

RE: Please amend the inventory to reflect the following change(s) due to TRANSFER

Transfer 30846 (FAID#, last 5 digits) **Unit #** C3111 **Description** 2011 FORD CROWN VICTORIA **Serial/VIN** 31651 (last 5 digits)

From SHERIFF (Department/Division Name) **Location** 601 54TH ST (Building, Floor, Suite or Room No)

To 172111/FLEET MGMT (Department/Division Name) **Location** 2875 NICHOLAS AVE, DKN 77539 (Building, Floor, Suite or Room No)

Reason for Transfer AGE / MILAGE OF ASSET

Transfer 31998 (FAID#, last 5 digits) **Unit #** C3623 **Description** 2016 FORD EXPLORER **Serial/VIN** 62920 (last 5 digits)

From SHERIFF (Department/Division Name) **Location** 601 54TH ST (Building, Floor, Suite or Room No)

To 172111/FLEET MGMT (Department/Division Name) **Location** 2875 NICHOLAS AVE, DKN 77539 (Building, Floor, Suite or Room No)

Reason for Transfer AGE / MILAGE OF ASSET

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/21/2026
Date Form Processed

Edward J. [illegible]
Fixed Asset Property Manager

w:/Fixed Assets/FA Forms/FA-02,Transfer
revised 10/05/2020

Vehicle Inspection Form

Inventory ID: 31998 | **Asset Number:** C36023-RET | **Fair Market Value:**

Short Description:
Year 2016 Make Ford Model Explorer

VIN: 1FM5K8AR8GGA62920 Title Restriction: ☐ Y ☐ N

Odometer: 76670 ☑ Miles ☐ Kilometers Odometer Accurate ☐ Y ☐ N:

Long Description:

This Vehicle: ☐ Starts ☑ Starts with a Boost & ☑ Runs/Driveable ☑ Engine Runs ☐ Does Not Run ☐ For Parts Only

Engine- Type: 3.7 L, V 6 ☑ Gas ☐ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid

Engine Condition: ☑ Runs ☐ Needs repair ☐ is in unknown condition

Repairs needed:

This vehicle was maintained every ____ ☐ Days ☐ Hours ☐ Miles

Date Removed From Service: Maintenance Records: ☐ Available ☐ Not Available For Inspection

Transmission: ☑ Automatic ☐ Manual 4 Speed Condition: ☑ Operable ☐ Needs repair ☐ Is Unknown Condition

Repairs Needed:

Drivetrain: ☐ 2 Wheel Drive ☑ 4 Wheel Drive Condition:

Exterior: Color: Black Windows: ☑ No Cracked Glass ☐ Cracked

Minor: ☐ Dents ☐ Scratches ☐ Dings Tire Condition: Fair Tread: ____ #Flat 0 Hubcaps # 4

Major Damage to:

Additional Damage: paint on hood is faded

Decals: ☑ None ☐ Have Been Sprayed or ☑ Have been Removed & ☐ Impressions Remain ☐ No Impressions

Emergency equip: ☐ None ☑ Has been removed & ☐ There are holes in the exterior ☐ There are no holes

Interior: Color Black ☑ Cloth ☐ Vinyl ☐ Leather

Damage to Seats:

Damage to Dash/Floor: Center console lid is cracking

Radio: ☐ Stock or ☐ Brand & Model: ☐ AM ☐ AM/FM ☐ AM/FM Cassette ☑ AM/FM CD

☑ AC (Condition: ☑ Cold ☐ Unknown) ☐ No AC Air Bags: ☐ Driver's Side ☐ Dual

☑ Cruise Control ☐ Tilt Steering ☑ Remote Mirrors ☑ Climate Control

Power: ☑ Steering ☑ Windows ☐ Door Locks ☐ Seats Power Pedals

Additional Equipment:

Manufacturer Model Serial #

☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand ☐ Hitch: Type

Location of Asset: OKN 34
For more information contact:
Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.

ASSET DISPOSAL REPORT

DATE: 05/20/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT
Department No. & Name, Department Asset Custodian Authorized Signature

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

METHOD OF DISPOSAL

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

Disposal of: 31999 2016 FORD EXPLORER
FAID No.

Reason for disposal: AGE OF ASSET, ASSET HAS BEEN REPLACED

Serial No./VIN #: 1FM5K8AR1GGA62919

From: 172111 FLEET MGMT Location: 2875 NICHOLAS AVE DICKINSON
Department No. & Name Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/21/2026
Date Form Processed

Edward [illegible]
Fixed Asset Property Manager

Form No. FA-03

FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 05/20/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: [signature] ELIZABETH BRYANT 172111/FLEET MGMT

Signature | Print Name | Department/Division

Re: Pre-auction vehicle disclosure

Starting Bid: _____

Disposal of FAID No: 31999 Description: 2016 FORD EXPLORER

Unit # C1616 Serial/VIN: 1FM5K8AR1GGA62919 Mileage: 113520

Reason for Disposal: AGE / MILAGE / ASSET HAS BEEN REPLACED

Has this vehicle ever been in a wreck? ____ Yes ____ No If Yes, what year. _____

What type of damaged resulted from wreck? _____

List any engine issues: _____

List any transmission issues: _____

List any fluid leaks (oil, fuel, radiator, transmission, etc.) _____

Are all tires road-worthy? ____ Yes ____ No If No, please explain: _____

Is there a spare tire? ____ Yes ____ No Is the full jack present? ____ Yes ____ No

Other: PLEASE REFERENCE FINAL INSPECTION REPORT

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/21/2026 [signature]

Date Form Processed | Fixed Asset Property Manager

Form No. FA-06

ASSET TRANSFER REQUEST

Date: 5/14/2026

To: Purchasing Department, Fixed Asset Property Manager

Transferor: (Authorized Asset Custodian Signature) (Print Name) Department Division: DISTRICT ATTORNEY

Receiver: (Authorized Asset Custodian Signature) ELIZABETH BRYANT (Print Name) Department / Division: 172111/FLEET MGMT

RE: Please amend the inventory to reflect the following change(s) due to TRANSFER

Transfer 31999 (FAID#, last 5 digits) Unit # C1616 Description 2016 FORD EXPLORER SerialVIN 62919 (last 5 digits)

From DISTRICT ATTORNEY (Department/Division Name) Location 722 MOODY AVE (Building, Floor, Suite or Room No)

To 172111/FLEET MGMT (Department/Division Name) Location 2875 NICHOLAS AVE, DKN 77539 (Building, Floor, Suite or Room No)

Reason for Transfer AGE / MILAGE OF ASSET

Transfer _____ (FAID#, last 5 digits) Unit # _ Description SerialVIN _____ (last 5 digits)

From _____ (Department/Division Name) Location _____ (Building, Floor, Suite or Room No)

To _____ (Department/Division Name) Location _____ (Building, Floor, Suite or Room No)

Reason for Transfer _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/21/2026
Date Form Processed

Edward [signature]
Fixed Asset Property Manager

w:/Fixed Assets/FA Forms/FA-02,Transfer
revised 10/05/2020

Vehicle Inspection Form

Inventory ID: 3949 **Asset Number:** C1616 **Fair Market Value:**

Short Description:
Year 2016 Make Ford Model Explorer

VIN: 1FM5K8ARIGGA62919 Title Restriction: ☐ Y ☐ N

Odometer: 113528 ☑ Miles ☐ Kilometers Odometer Accurate ☐ Y ☐ N: _

Long Description:

This Vehicle: ☑ Starts ☐ Starts with a Boost & ☑ Runs/Driveable ☐ Engine Runs ☐ Does Not Run ☐ For Parts Only

Engine- Type: 3.7 L, V 6 ☑ Gas ☐ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid

Engine Condition: ☑ Runs ☐ Needs repair ☐ is in unknown condition

Repairs needed: _

This vehicle was maintained every _ ☐ Days ☐ Hours ☐ Miles

Date Removed From Service: _ Maintenance Records: ☐ Available ☐ Not Available For Inspection

Transmission: ☑ Automatic ☐ Manual ___ Speed Condition: ☑ Operable ☐ Needs repair ☐ Is Unknown Condition

Repairs Needed: _

Drivetrain: ☑ 2 Wheel Drive ☑ 4 (ATI) Wheel Drive Condition: _

Exterior: Color: Silver Windows: ☑ No Cracked Glass ☐ Cracked _

Minor: ☐ Dents ☐ Scratches ☐ Dings Tire Condition: Fair Tread: _ #Flat 1 Hubcaps #4

Major Damage to: Clear coat peeling

Additional Damage: _

Decals: ☑ None ☐ Have Been Sprayed or ☐ Have been Removed & ☐ Impressions Remain ☐ No Impressions

Emergency equip: ☑ None ☑ Has been removed & ☐ There are holes in the exterior ☐ There are no holes

Interior: Color Black ☑ Cloth ☐ Vinyl ☐ Leather

Damage to Seats: _

Damage to Dash/Floor: _

Radio: ☐ Stock or ☐ Brand & Model: _ ☐ AM ☐ AM/FM ☐ AM/FM Cassette ☑ AM/FM CD

☑ AC (Condition: ☑ Cold ☐ Unknown) ☐ No AC Air Bags: ☐ Driver's Side ☑ Dual

☑ Cruise Control ☑ Tilt Steering ☑ Remote Mirrors ☑ Climate Control

Power: ☐ Steering ☑ Windows ☑ Door Locks ☑ Seats

Additional Equipment: _

Manufacturer _ Model _ Serial # _

☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand _ ☐ Hitch: Type _

Location of Asset: DISN 39

For more information contact: _

Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.

ASSET DISPOSAL REPORT

DATE: 05/20/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT
Department No. & Name, Department Asset Custodian Authorized Signature

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

METHOD OF DISPOSAL

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

Disposal of: 32049 2016 CHEVORLET TAHOE
FAID No.

Reason for disposal: AGE OF ASSET, ASSET HAS BEEN REPLACED

Serial No./VIN #: 1GNLCDEC8GR148344

From: 172111 FLEET MGMT
Department No. & Name

Location: 2875 NICHOLAS AVE DICKINSON
Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/21/2026
Date Form Processed

Edward
Fixed Asset Property Manager

Form No. FA-03

FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 05/20/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: [signature] ELIZABETH BRYANT 172111/FLEET MGMT

Signature | Print Name | Department/Division

Re: Pre-auction vehicle disclosure

Starting Bid:

Disposal of FAID No: 32049 Description: 2016 CHEVORLET TAHOE

Unit # C7638 Serial/VIN: 1GNLCDEC8GR148344 Mileage: 154185

Reason for Disposal: AGE / MILAGE / ASSET HAS BEEN REPLACED

Has this vehicle ever been in a wreck? ____ Yes ____ No If Yes, what year. _____

What type of damaged resulted from wreck?

List any engine issues:

List any transmission issues:

List any fluid leaks (oil, fuel, radiator, transmission, etc.)

Are all tires road-worthy? ____ Yes ____ No If No, please explain:

Is there a spare tire? ____ Yes ____ No Is the full jack present? ____ Yes ____ No

Other: PLEASE REFERENCE FINAL INSPECTION REPORT

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/21/2026
Date Form Processed

[signature]
Fixed Asset Property Manager

Form No. FA-06

ASSET TRANSFER REQUEST

Date: 5/14/2026

To: Purchasing Department, Fixed Asset Property Manager

Transferor: _____ (Authorized Asset Custodian Signature) Martha Lee (Print Name) **Department / Division:** PARKS

Receiver: _____ (Authorized Asset Custodian Signature) ELIZABETH BRYANT (Print Name) **Department / Division:** 172111/FLEET MGMT

RE: Please amend the inventory to reflect the following change(s) due to TRANSFER

Transfer 32049 (FAID#, last 5 digits) Unit # C7638 Description 2016 CHEVROLET TAHOE SerialVIN 48344 (last 5 digits)

From PARKS (Department/Division Name) Location 722 MOODY AVE (Building, Floor, Suite or Room No)

To 172111/FLEET MGMT (Department/Division Name) Location 2875 NICHOLAS AVE, DKN 77539 (Building, Floor, Suite or Room No)

Reason for Transfer AGE / MILAGE OF ASSET

Transfer 30146 (FAID#, last 5 digits) Unit # C4801 Description 2008 FORD F250 SerialVIN 51444 (last 5 digits)

From PARKS (Department/Division Name) Location 722 MOODY AVE (Building, Floor, Suite or Room No)

To 172111/FLEET MGMT (Department/Division Name) Location 2875 NICHOLAS AVE, DKN 77539 (Building, Floor, Suite or Room No)

Reason for Transfer AGE / MILAGE OF ASSET

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/21/2026
Date Form Processed

Fixed Asset Property Manager

w:/Fixed Assets/FA Forms/FA-02.Transfer
revised 10/05/2020

Vehicle Inspection Form

Inventory ID: 32094 | Asset Number: C7638 | Fair Market Value:

Short Description:
Year 2016 Make Chev Model Tahoe

VIN: 1GNLCDEC8GR148394 Title Restriction: ☐ Y ☐ N

Odometer: 154187 ☑ Miles ☐ Kilometers Odometer Accurate ☐ Y ☐ N:

Long Description:

This Vehicle: ☐ Starts ☑ Starts with a Boost & ☐ Runs/Driveable ☑ Engine Runs ☐ Does Not Run ☐ For Parts Only

Engine- Type: 5.3 L, V 8 ☑ Gas ☐ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid

Engine Condition: ☑ Runs ☐ Needs repair ☐ is in unknown condition

Repairs needed: Brakes don't work

This vehicle was maintained every ☐ Days ☐ Hours ☐ Miles

Date Removed From Service: Maintenance Records: ☐ Available ☐ Not Available For Inspection

Transmission: ☑ Automatic ☐ Manual ___ Speed Condition: ☐ Operable ☐ Needs repair ☐ Is Unknown Condition

Repairs Needed:

Drivetrain: ☑ 2 Wheel Drive ☐ 4 Wheel Drive Condition:

Exterior: Color: White Windows: ☑ No Cracked Glass ☐ Cracked

Minor: ☐ Dents ☐ Scratches ☐ Dings Tire Condition: Tread: #Flat Hubcaps # 4

Major Damage to:

Additional Damage:

Decals: ☑ None ☐ Have Been Sprayed or ☑ Have been Removed & ☐ Impressions Remain ☐ No Impressions

Emergency equip: ☑ None ☑ Has been removed & ☐ There are holes in the exterior ☐ There are no holes

Interior: Color Black ☑ Cloth ☐ Vinyl ☑ Leather

Damage to Seats:

Damage to Dash/Floor:

Radio: ☐ Stock or ☐ Brand & Model: ☐ AM ☐ AM/FM ☐ AM/FM Cassette ☑ AM/FM CD

☑ AC (Condition: ☑ Cold ☐ Unknown) ☐ No AC Air Bags: ☐ Driver's Side ☐ Dual

☑ Cruise Control ☑ Tilt Steering ☑ Remote Mirrors ☑ Climate Control

Power: ☑ Steering ☑ Windows ☑ Door Locks ☑ Seats

Additional Equipment:

Manufacturer Model Serial #

☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand ☐ Hitch: Type

Location of Asset: DKN 69

For more information contact:

Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.

ASSET DISPOSAL REPORT

DATE: 05/20/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT
Department No. & Name, Department Asset Custodian Authorized Signature

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

METHOD OF DISPOSAL

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

Disposal of: 32633 2019 CHEVORLET TAHOE
FAID No.

Reason for disposal: AGE OF ASSET, ASSET HAS BEEN REPLACED

Serial No./VIN #: 1GNLCDEC7KR305838

From: 172111 FLEET MGMT
Department No. & Name

Location: 2875 NICHOLAS AVE DICKINSON
Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/21/2026
Date Form Processed

Fixed Asset Property Manager

Form No. FA-03

FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 05/20/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: [signature] ELIZABETH BRYANT 172111/FLEET MGMT

Signature | Print Name | Department/Division

Re: Pre-auction vehicle disclosure

Starting Bid:

Disposal of FAID No: 32633 Description: 2019 CHEVORLET TAHOE

Unit # C3994 Serial/VIN: 1GNLCDEC7KR305838 Mileage: 127280

Reason for Disposal: AGE / MILAGE / ASSET HAS BEEN REPLACED

Has this vehicle ever been in a wreck? ____ Yes ____ No If Yes, what year.

What type of damaged resulted from wreck?

List any engine issues:

List any transmission issues:

List any fluid leaks (oil, fuel, radiator, transmission, etc.)

Are all tires road-worthy? ____ Yes ____ No If No, please explain:

Is there a spare tire? ____ Yes ____ No Is the full jack present? ____ Yes ____ No

Other: PLEASE REFERENCE FINAL INSPECTION REPORT

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/21/2026
Date Form Processed

[signature]
Fixed Asset Property Manager

Form No. FA-06

ASSET TRANSFER REQUEST

Date: 11/5/2024

To: Purchasing Department, Fixed Asset Property Manager

Transferor: Henry Trochesset (Authorized Asset Custodian Signature) Henry Trochesset (Print Name) Department / Division: Sheriff

Receiver: (Authorized Asset Custodian Signature) Elizabeth Bryant (Print Name) Department / Division: 1101 172111

RE: Please amend the inventory to reflect the following change(s) due to TRANSFER

Transfer 32628 (FAIDR, last 5 digits) Unit # 3913 Description 2019 TAHOE SerialVIN 99264, (last 5 digits)

From SHRIFF PATROL (Department/Division Name) Location 601 54TH ST. (Building, Floor, Suite or Room No)

To FLEET MANAGEMENT (Department/Division Name) Location 5115 HWY 3 (Building, Floor, Suite or Room No)

Reason for Transfer SURPLUS, REPLACED WITH C3330

Transfer 32633 (FAIDR, last 5 digits) Unit # 3916 Description 2019 TAHOE SerialVIN 05838 (last 5 digits)

From SHERIFF PATROL (Department/Division Name) Location 601 54TH ST. (Building, Floor, Suite or Room No)

To FLEET MANAGEMENT (Department/Division Name) Location 5115 HWY 3 (Building, Floor, Suite or Room No)

Reason for Transfer SURPLUS, REPLACED WITH C3331

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

11/14/2024
Date Form Processed

Edward [illegible]
Fixed Asset Property Manager

10/05/202-

Vehicle Inspection Form

Inventory ID: 32633 | **Asset Number:** C3944 | **Fair Market Value:**

Short Description:
Year 2019 Make Chevy Model Tahoe

VIN: 1GNLCDEC7KR305838 Title Restriction: ☐ Y ☐ N

Odometer: 127281 ☑ Miles ☐ Kilometers Odometer Accurate ☐ Y ☐ N:

Long Description:
This Vehicle: ☐ Starts ☑ Starts with a Boost & ☑ Runs/Driveable ☐ Engine Runs ☐ Does Not Run ☐ For Parts Only

Engine- Type: 5.3 L, V 8 ☑ Gas ☐ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid

Engine Condition: ☐ Runs ☐ Needs repair ☐ is in unknown condition

Repairs needed:

This vehicle was maintained every ☐ Days ☐ Hours ☐ Miles

Date Removed From Service: Maintenance Records: ☐ Available ☐ Not Available For Inspection

Transmission: ☑ Automatic ☐ Manual Speed Condition: ☐ Operable ☐ Needs repair ☐ Is Unknown Condition

Repairs Needed:

Drivetrain: ☑ 2 Wheel Drive ☐ 4 Wheel Drive Condition:

Exterior: Color: White Windows: ☑ No Cracked Glass ☐ Cracked

Minor: ☐ Dents ☐ Scratches ☐ Dings Tire Condition: Good Tread: #Flat Hubcaps # 4

Major Damage to:

Additional Damage:

Decals: ☑ None ☐ Have Been Sprayed or ☑ Have been Removed & ☐ Impressions Remain ☐ No Impressions

Emergency equip: ☑ None ☑ Has been removed & ☐ There are holes in the exterior ☐ There are no holes

Interior: Color ~~White~~ Black ☑ Cloth ☐ Vinyl ☐ Leather

Damage to Seats: tear on driver seat

Damage to Dash/Floor:

Radio: ☐ Stock or ☐ Brand & Model: ☐ AM ☐ AM/FM ☐ AM/FM Cassette ☑ AM/FM CD

☑ AC (Condition: ☑ Cold ☐ Unknown) ☐ No AC Air Bags: ☐ Driver's Side ☑ Dual

☑ Cruise Control ☐ Tilt Steering ☐ Remote Mirrors ☐ Climate Control

Power: ☑ Steering ☑ Windows ☑ Door Locks ☑ Seats

Additional Equipment:

Manufacturer Model Serial #

☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand ☐ Hitch: Type

Location of Asset: DPW 54

For more information contact:

Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.

5/20/'26 10:53 AM

4/22/'26 8:31 AM

ASSET DISPOSAL REPORT

DATE: 4/21/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT
Department No. & Name, Department Asset Custodian Authorized Signature

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

METHOD OF DISPOSAL

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

Disposal of: 32766 2020 CHEVY TAHOE
FAID No.

Reason for disposal: AGE OF ASSET, ASSET HAS BEEN REPLACED

Serial No./VIN #: 1GNLCDEC4LR245146

From: 172111 FLEET MGMT
Department No. & Name

Location: 2875 NICHOLAS AVE DICKINSON
Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/21/2026
Date Form Processed

Fixed Asset Property Manager

Form No. FA-03

FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 4/21/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: _____ ELIZABETH BRYANT 172111/FLEET MGMT
Signature | Print Name | Department/Division

Re: Pre-auction vehicle disclosure

Starting Bid: _____

Disposal of FAID No: 32766 Description: 2020 CHEVY TAHOE

Unit # C3003 Serial/VIN: 1GNLCDEC4LR245146 Mileage: 115679

Reason for Disposal: AGE / MILAGE / ASSET HAS BEEN REPLACED

Has this vehicle ever been in a wreck? ____ Yes ____ No If Yes, what year. ____

What type of damaged resulted from wreck?

List any engine issues:

List any transmission issues:

List any fluid leaks (oil, fuel, radiator, transmission, etc.)

Are all tires road-worthy? ____ Yes ____ No If No, please explain:

Is there a spare tire? ____ Yes ____ No Is the full jack present? ____ Yes ____ No

Other: PLEASE REFERENCE FINAL INSPECTION REPORT

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/21/2026
Date Form Processed

Edward A
Fixed Asset Property Manager

Form No. FA-06

2/3

ASSET TRANSFER REQUEST

Date: 11/17/2025

To: Purchasing Department, Fixed Asset Property Manager

Transferor: _____ (Authorized Asset Custodian Signature) _____ (Print Name) **Department / Division:** SHERIFF

Receiver: _____ (Authorized Asset Custodian Signature) ELIZABETH BRYANT (Print Name) **Department / Division:** 172111/FLEET MGMT

RE: Please amend the inventory to reflect the following change(s) due to TRANSFER

Transfer 32766 (FAID#, last 5 digits) Unit # C3003 Description 2020 CHEVROLET TAHOE SerialVIN 45146 (last 5 digits)

From SHERIFF (Department/Division Name) Location _____ (Building, Floor, Suite or Room No)

To 172111/FLEET MGMT (Department/Division Name) Location 2875 NICHOLAS AVE, DKN 77539 (Building, Floor, Suite or Room No)

Reason for Transfer AGE / MILAGE OF ASSET

Transfer 31998 (FAID#, last 5 digits) Unit # C3623 Description 2016 FORD EXPLORER SerialVIN 62920 (last 5 digits)

From SHERIFF (Department/Division Name) Location _____ (Building, Floor, Suite or Room No)

To 172111/FLEET MGMT (Department/Division Name) Location 2875 NICHOLAS AVE, DKN 77539 (Building, Floor, Suite or Room No)

Reason for Transfer AGE / MILAGE OF ASSET

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/21/2026
Date Form Processed

Fixed Asset Property Manager

w:/Fixed Assets/FA Forms/FA-02,Transfer
revised 10/05/2020

Vehicle Inspection Form

Inventory ID: 3276 | **Asset Number:** C3003 | **Fair Market Value:**

Short Description:
Year 2024 Make Chevy Model Tahoe

VIN: 1GNLCDEC4LR245196 Title Restriction: ☐ Y ☐ N

Odometer: ☐☐☐☐☐☐ ☐ Miles ☐ Kilometers Odometer Accurate ☐ Y ☐ N:

Long Description:

This Vehicle: ☐ Starts ☐ Starts with a Boost & ☐ Runs/Driveable ☐ Engine Runs ☑ Does Not Run ☐ For Parts Only

Engine- Type: 5.3 L, V 8 ☑ Gas ☐ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid

Engine Condition: ☐ Runs ☐ Needs repair ☐ is in unknown condition

Repairs needed: _____

This vehicle was maintained every _____ ☐ Days ☐ Hours ☐ Miles

Date Removed From Service: _____ Maintenance Records: ☐ Available ☐ Not Available For Inspection

Transmission: ☑ Automatic ☐ Manual ___ Speed Condition: ☐ Operable ☐ Needs repair ☐ Is Unknown Condition

Repairs Needed: _____

Drivetrain: ☑ 2 Wheel Drive ☐ 4 Wheel Drive Condition: _____

Exterior: Color: White Windows: ☑ No Cracked Glass ☐ Cracked

Minor: ☐ Dents ☐ Scratches ☐ Dings Tire Condition: _____ Tread: _____ #Flat 0 Hubcaps # 4

Major Damage to: _____

Additional Damage: _____

Decals: ☐ None ☐ Have Been Sprayed or ☐ Have been Removed & ☐ Impressions Remain ☐ No Impressions

Emergency equip: ☐ None ☐ Has been removed & ☐ There are holes in the exterior ☐ There are no holes

Interior: Color Black ☑ Cloth ☐ Vinyl ☐ Leather

Damage to Seats: _____

Damage to Dash/Floor: _____

Radio: ☐ Stock or ☐ Brand & Model: _____ ☐ AM ☐ AM/FM ☐ AM/FM Cassette ☑ AM/FM CD

☑ AC (Condition: ☐ Cold ☑ Unknown) ☐ No AC Air Bags: ☐ Driver's Side ☑ Dual

☑ Cruise Control ☑ Tilt Steering ☑ Remote Mirrors ☑ Climate Control

Power: ☑ Steering ☑ Windows ☑ Door Locks ☑ Seats

Additional Equipment: _____

Manufacturer _____ Model _____ Serial # _____

☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand _____ ☐ Hitch: Type _____

Location of Asset: DKN 59

For more information contact: _____

Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.


LX865
TURBO
HO LAND
T27


NEW HOLLAND


NEW HOLLAN




5520




JOHN DEERE
5520


STAY
BACK
500 FT


712


712
Tiger
MOWERS






CATERPILLAR


THE STATE OF TEXAS
COUNTY OF GALVESTON


RBARK


STORM








Ford



















600




6105.D




Ford










VOLVO




















VOLVO







Dickey, Tammy

From: Nolan, Edward
Sent: Thursday, May 28, 2026 12:05 PM
To: Dickey, Tammy
Cc: Perez, Jacquelyn
Subject: Agenda request for commissioners court 06/08/2026: 117500 Veteran's Services cabs 20260608
Attachments: 117500 Veteran's Services cabs 20260608.pdf

Good afternoon,

Could we please place the following property items on the next available commissioners court for treatment as salvage: (**117500 Veteran's Services cabs 20260608.pdf**):

- (3) 3-drawer legal filing cabinet
- (1) 4-drawer legal filing cabinet

Thanks!



PROPERTY DISPOSAL REPORT

DATE: 05/20/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 117500 Veteran's Services Terri Phillips Terri Phillips
Department No. & Name, Department Asset Custodian Authorized Signature

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

METHOD OF DISPOSAL

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

Disposal of: N/A-(3) 3-drawer/(1) 4-drawer legal cabinet
FAID No. & Description

Reason for disposal: No longer needed

Serial No./VIN #: _____

From: 117500 Veteran's Services Location: Mid-county annex
Department No. & Name Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/28/2026
Date Form Processed

Fixed Asset Property Manager

Form No. FA-09

GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM

Date: 05/20/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Terri Phillips — Terri Phillips — 117500 Veteran's Services
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: (3) 3 drawer / (1) 4 drawer legal cabinet

Make: _____ Model: _____

Serial/VIN: _____ Year: _____ Color: _____

Description of Use: paper / document storage

Reason for Disposal: No longer needed / outdated

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

If no, please describe and list all defects.

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/28/2026
Date Form Processed

Fixed Asset Property Manager

Form No. FA-10
04/20/2015

Dickey, Tammy

From: Nolan, Edward
Sent: Thursday, May 28, 2026 2:34 PM
To: Dickey, Tammy
Subject: Agenda request for commissioners court 06/08/2026: 190100 County Eng Surp - supp cabs 20260608
Attachments: 190100 County Eng Surp - supp cabs 20260608.pdf

Good afternoon,

Could we please place the following property items on the next available commissioners court for treatment as salvage: (**190100 County Eng Surp - supp cabs 20260608.pdf**):

- (2) Metal supply cabinets

Thanks!

PURCHASING DEPARTMENT

Edward Nolan
Sourcing Manager - Assets

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

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

PROPERTY DISPOSAL REPORT

DATE: 05/28/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 190100 County Engineering Elizabeth Robertson E Robertson
Department No. & Name, Department Asset Custodian Authorized Signature

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

METHOD OF DISPOSAL

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

Disposal of: N/A- office supply storage
FAID No. & Description

Reason for disposal: No longer needed

Serial No./VIN #: _____

From: 190100 County Engineering Location: 722 Moody, 1st floor
Department No. & Name Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/28/2026
Date Form Processed

Edward [illegible]
Fixed Asset Property Manager

Form No. FA-09

GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM

Date: 05/28/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: E Robertson (Authorized Signature) Elizabeth Robertson (Print Name) 190100 County Engineering (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) supply cabinets

Make: _____ Model: _____

Serial/VIN: _____ Year: _____ Color: _____

Description of Use: office supply storage

Reason for Disposal: No longer needed

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

If no, please describe and list all defects.

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/28/2026
Date Form Processed

Fixed Asset Property Manager

Form No. FA-10
04/20/2015

Dickey, Tammy

From: Nolan, Edward
Sent: Thursday, May 28, 2026 2:49 PM
To: Dickey, Tammy
Subject: Agenda request for commissioners court 06/08/2026: 155000 Human Resources 20260608
Attachments: 155000 Human Resources 20260608.pdf

Good afternoon,

Could we please place the following property items on the next available commissioners court for treatment as salvage: (**155000 Human Resources 20260608.pdf**):

- (1) desk
- (1) credenza

Thanks!

PURCHASING DEPARTMENT
THE STATE OF TEXAS COUNTY OF GALVESTON
Edward Nolan
Sourcing Manager - Assets
722 Moody, 5th floor, Galveston, TX 77550
Main:409/770-5417
Edward.Nolan@co.galveston.tx.us
Galvestoncountytx.gov
Ensuring Fair Access, Real Value, and Local Impact in County Purchasing

PROPERTY DISPOSAL REPORT

DATE: 05/20/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 155000, Human Resources Allison Salinas Allison Salinas
Department No. & Name, Department Asset Custodian Authorized Signature

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

METHOD OF DISPOSAL

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

Disposal of: N/A- (1) Credenza / (1) Desk
FAID No. & Description

Reason for disposal: No longer needed

Serial No./VIN #: _____

From: 155000, Human Resources Location: Old Courthouse, 3rd floor
Department No. & Name Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/28/2026
Date Form Processed

Edward [illegible]
Fixed Asset Property Manager

Form No. FA-09

GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM

Date: 05/28/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Allison Salinas (Authorized Signature) Allison Salinas (Print Name) 155000, Human Resources (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) Credenza / (1) Desk

Make: _____ Model: _____

Serial/VIN: _____ Year: _____ Color: _____

Description of Use: Office furniture

Reason for Disposal: replaced

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

If no, please describe and list all defects.

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

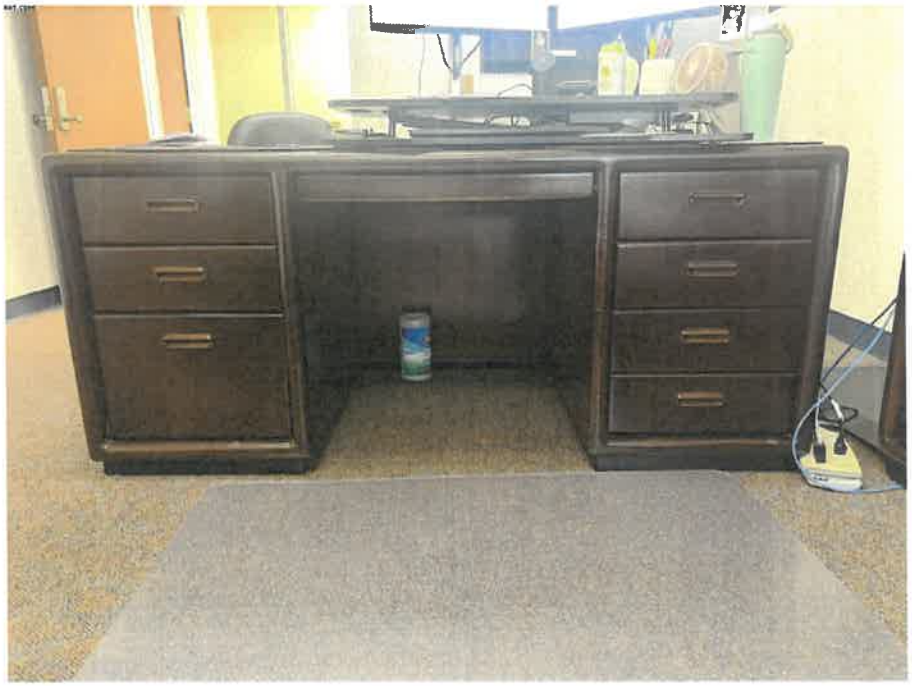
PURCHASING DEPARTMENT USE ONLY

5/28/2026
Date Form Processed

Fixed Asset Property Manager

Form No. FA-10
04/20/2015





Dickey, Tammy

From: Nolan, Edward
Sent: Thursday, May 28, 2026 3:09 PM
To: Dickey, Tammy
Subject: Agenda request for commissioners court 06/08/2026: 170100 Facilities (8+ CUBES) 20260608

Good afternoon,

Could we please place the following property items on the next available commissioners court for treatment as salvage: (**170100 Facilities (8+ CUBES) 20260608.pdf**):

#	Qty	FAID	Make	Model	Serial #	Description
1	8+					Cubicles (itemized below)
2	40+					Cubicle walls
3	25+					Cube writing surfaces
4	18+					Cabinet storage supports
5	14+					Cube overhead storages

Thanks!

PURCHASING DEPARTMENT

Edward Nolan
Sourcing Manager - Assets

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

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

PROPERTY DISPOSAL REPORT

DATE: 05/13/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

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

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

METHOD OF DISPOSAL

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

Disposal of: N/A - Lift & PDAs see attached sheet
FAID No. & Description

Reason for disposal: No longer needed / outdated

Serial No./VIN #: _____

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

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/13/2026
Date Form Processed

Fixed Asset Property Manager

Form No. FA-09

GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM

Date: 05/13/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

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

Re: Pre-disposal disclosure

Method of Disposal: _____ Destroy _____ Scrap _____ Salvage Starting Bid $ _____

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

Disposal of FAID No: N/A Description: Lift & PDAs see attached sheet

Make: Handheld Group Model: Nautiz X7

Serial/VIN: _____ Year: _____ Color: _____

Description of Use: Information recording + vehicle lift

Reason for Disposal: No longer needed / outdated

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

If no, please describe and list all defects.

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

5/13/2026
Date Form Processed

Fixed Asset Property Manager

Form No. FA-10
04/20/2015

#	Qty	FAID	Make	Model	Serial #	Description	Condition/Notes
1	10	N/A	Handheld	Nautiz X7		Ruggedized PDA	
2	10	N/A	Handheld	Nautiz X7		Batteries (for tablets)	
3	1	N/A				Vehicle lift	
4							

XAT.COM



XAT.COM



640

XAT.COM

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*34.

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

Consideration of acknowledging receipt of a sand pit permit application from Brad Ballard at 687 State Highway No 87 on Bolivar Peninsula and authorizing the County Engineer to run the required newspaper notice submitted by the County Engineer

Approval History

Seq #	Approver	Action	Action Date
1	Michael Shannon	Approve	5/28/26 1:02 pm
2	Veronica Van Horn	Approve	5/28/26 4:04 pm
3	Dianna Martinez	Approve	5/29/26 11:29 am

Application for a Sand Pit Permit

SAND-24-2 Renewal

Submitted On: May 8, 2026

Applicant

Brad Ballard
2816390451
@
brad@campmargaritavillecrystalbeach.com

Primary Location

687 HWY 87
CRYSTAL BEACH, TX 77650

Owner / Agent Information

Is the applicant the owner?

Yes

Project Information

Parcel ID Number

390223

Name of Subdivision/Tract

ABST 179 J SHAW SUR TR 157-1

Total Acreage of Property

221.78

Proposed Excavation Width

480

Proposed Excavation Length

605

Signature

I acknowledge Galveston County’s interest in and responsibility of ensuring compliance with its Adopted Regulations for Removal of Sand, Marl, Gravel and Shell on Bolivar Peninsula;

Any deviation from the permitted improvements is justification for the issuance of a Stop Work/Non-Compliance Order.

The receipt, acceptance, and/or deposit of a check, money order or any form of payment to the County does not constitute the approval of a permit.

I acknowledge that I have read Galveston County's Adopted Order on Sand Pits

I hereby agree with the conditions listed above and acknowledge it is a violation to begin work before a permit is issued.

Signature

true

687 State Highway No 87, Crystal Beach, TX 77650

JONES SHAW SURVEY
ABSTRACT NO. 179

David A. Altemus
North Tract
GCCFN 2011057204 OPRGCTx
A Van Norastrand Survey, A-203

INTRACOASTAL WATERWAY
(300' WIDE)

300.0'

Meanders of High Bank
05-18-2009

CWT Holdings LLC
Tract 62 / 250.175 AC
GCCFN 2022007432 OPRGCTx
A Van Nordstrand Survey, A-203

Robert Hausser
Tract 120 / 5.00 AC
FC 001-30-6625 OPRGCTx
A Van Nordstrand Survey, A-203

Adair Wallace Estate
Tract 64 / 5.00 AC
FC 001-30-6625 OPRGCTx
A Van Nordstrand Survey, A-203

Lawrence Emil Hoffman
Tract 63 / 5.00 AC
FC 001-30-6625 OPRGCTx
A Van Nordstrand Survey, A-203

20.0'
Possible 20' Conflict

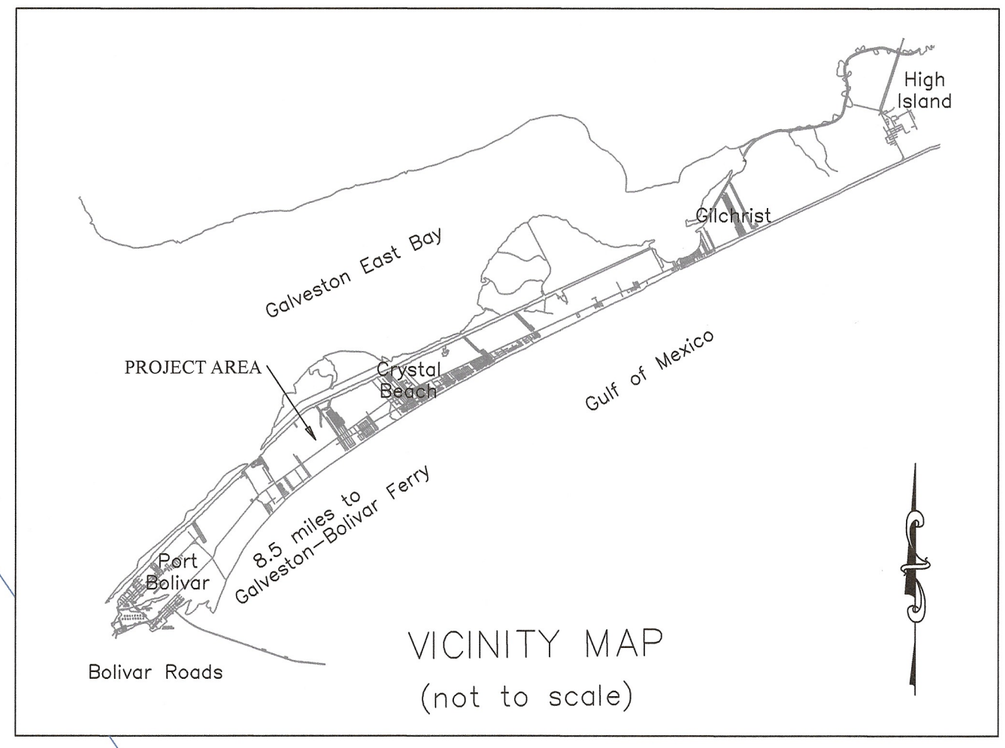
Hamdi & Lutchminia Bilici
Tract 144 / 93.310 AC
GCCFN 2004075148 OPRGCTx
Jones Shaw Survey, A-179

Roger & Lee Ann Chambers
Tract 152-2 / 235.574 AC
GCCFN 2016028568 OPRGCTx
Jones Shaw Survey, A-179

162.568 AC
(7,081, 441 SqFt)
681 HWY 87 LLC
South Tract
GCCFN 2024015197 OPRGCTx
A Van Nordstrand Survey, A-203

S 33°41'42" E 5,956.75'

N 32°21'26" W 5,973.57'



VICINITY MAP
(not to scale)

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 51°02'16" E	58.46'
L2	N 39°18'38" E	28.49'
L3	N 49°08'02" E	117.05'
L4	N 19°27'42" W	30.08'
L5	N 87°34'34" E	67.10'
L6	N 64°06'33" E	48.94'
L7	N 23°03'28" E	34.48'
L8	N 50°55'23" E	27.26'
L9	N 69°23'29" W	11.95'
L10	N 33°25'19" E	42.14'
L11	N 54°32'43" E	23.56'
L12	N 86°30'44" W	10.00'
L13	N 67°55'21" E	51.81'
L14	N 28°25'36" E	43.27'
L15	N 59°02'59" E	25.81'
L16	N 86°36'50" E	35.32'
L17	N 51°17'02" E	30.76'
L18	N 82°54'47" E	64.20'
L19	N 64°31'07" E	86.94'
L20	N 06°10'50" E	42.78'
L21	N 40°59'09" E	46.55'
L22	N 62°18'41" E	48.71'
L23	N 79°19'52" E	59.86'
L24	N 33°38'01" E	52.97'
L25	N 36°34'14" E	80.13'
L26	N 29°42'00" E	80.68'

COBRA FLOOD
Zone: VE
BFE: 12'

COBRA FLOOD
Zone: VE
BFE: 13'

70.8'
High Bank 10-10-2025
489'±
High Bank 10-10-2025
455'±
DIRT PIT
166,281 Sq Ft
3.817 Acres
71.0'
High Bank 10-10-2025
670'±
660.0'
1052.8'

CWT Holdings LLC
Tract 62 / 250.175 AC
GCCFN 2022007432 OPRGCTx
A Van Nordstrand Survey, A-203

681 HWY 87 LLC
Tract 157-3 / 13.789 AC
out of 162.568 AC (7,081,441 SqFt)
GCCFN 2024015197 OPRGCTx
A Van Nordstrand Survey, A-203

Fnd. 1" Pipe
N 57°43' E, 1.6'

949.64' Pipe to Pipe

Tai Trinh
Tract 62-3 / 10.00 AC
GCCFN 2019051253 OPRGCTx
A Van Nordstrand Survey, A-203

Fnd. 1" Pipe
S 44°19' W, 0.5'
Fnd. 5/8" Rod
S 56°00' W, 2.6'

Fnd. 1/2" Rod
"Coastal Surveying"

AVOCET
PARTIAL REPALT NO. 2
Instrument No. 2021089859 GCMR

AVOCET
PARTIAL REPALT NO. 1
Instrument No. 2021014618 GCMR

S 54°07'25" W 1,265.36'
STATE HIGHWAY NO 87 (120' WIDE)

RANCHO CARIBE'
SECTION 2 REPLAT
Plat Rec. 2008A / Map No. 9 GCMR

GRID

SCALE: 1" = 300'

SURVEY DATE:	October 10, 2025
FILE No.:	0179-0157-0001-000
DRAFTING:	ms
JOB No.:	25-054

EXHIBIT

162.568 Acres (7,081,441 Square Feet) Tract situated in JONES SHAW SURVEY, ABSTRACT NO. 179, Galveston County, Texas.

I hereby certify that on the below date, the herein described property, together with improvements located thereon, was surveyed on the ground and under my direction, and that this map, together with dimensions as shown hereon, accurately represents the facts as found on the ground this date.

Michael Hoover
Registered Professional
Land Surveyor No. 5423

STATE OF TEXAS
REGISTERED
MICHAEL HOOVER
5423
PROFESSIONAL
LAND SURVEYOR

GENERAL NOTES:

1) This survey has been prepared without benefit of a current title report. There may be easements, building lines, or other matters of record not shown hereon.

2) This property does lie within the 100 Year Flood Plain as established by the Federal Emergency Management Agency and lies within the designated coastal barriers. According to the FEMA FIRM Community Number 48167C, Panel No. 0316 G, with an effective date August 15, 2019, this property lies within Zone VE with a Base Flood Elevation of 12' & 13' (as measured to the lowest horizontal structural member).

3) All bearings shown hereon are based upon the Texas Coordinate System of 1983, South Central Zone 4204, and are tied to NGS Mark "TXGM REF MON 2" (PID DR8251) (N: 13,703,575.9; E: 3,312,955.72). All coordinates shown hereon are reported in grid. All area quantities are reported in surface.

4) This property may or may not have access to wet utilities (sanitary sewer (wastewater) and water). It is beyond the scope of this survey to determine with certainty if these services are currently available. The surveyor recommends contacting the local providers for further information:

a) Sanitary sewer (wastewater): Undine (formerly Bolivar Utility Services): 1830 Hwy 87, Port Bolivar, Texas 77550. (409) 684-9941

b) Water: Bolivar Peninsula Special Utility District (BPSUD) 1840 Hwy 87, Crystal Beach, Texas 77650. (409) 684-3515

5) This property may or may not have access to electric service. It is beyond the scope of this survey to determine with certainty if this service is currently available. The surveyor recommends contacting the local provider for further information: Entergy Texas, Region Engineering - East: 1-800-368-3749; 1-409-981-3260

6) This property may contain marshlands and wetlands, which may affect future development. A wetlands determination is beyond the scope of this survey. A general idea of wetlands on this property as determined by the U.S. Fish and Wildlife Service "Wetlands Mapper" may be viewed at the following website: https://www.fws.gov/program/national-wetlands-inventory/wetlands-mapper.

SEACOAST
SURVEYORS

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

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*35.

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

Consideration of approval of permit number HB 26-43 to install one 20” liquid natural gas pipeline under the Highland Bayou Diversion Channel submitted by the County Engineer

Approval History

Seq #	Approver	Action	Action Date
1	Michael Shannon	Approve	5/28/26 4:01 pm
2	Veronica Van Horn	Approve	5/28/26 4:21 pm
3	Dianna Martinez	Approve	5/29/26 11:51 am

PERMIT TO INSTALL A 20” PIPELINE BY HORIZONTAL DIRECTIONAL DRILLING UNDER THE HIGHLAND BAYOU DIVERSION CHANNEL (29.307490, -95.004354).

To Applicant: BANGL, LLC
200 E. Hardin St.
Findlay, OH 45840

PERMIT NUMBER: HB 26-43

Dear Applicant:

You are hereby granted authority to install one 20” liquid natural gas pipeline under the Highland Bayou Diversion Channel by HDD as shown on AECOM drawings dated December 21, 2025 (Exhibit A). This project is part of the Marathon Pipe Line route from Sweeny to Texas City (SW-TC).

Your authority is granted under the following terms, limitations and conditions.

1. Your use of the Permitted Premises is limited to the construction activity, limits and conditions as approved in the 408 request 408-SWG-2026-0006 issued by the United States Army Corps of Engineers (USACE) Exhibit B. Areas affected by your activities shall be restored to existing or better conditions. Any other use of the Permitted Premises will automatically revoke this Permit.

2. The County does not guarantee or warrant in any capacity that it owns the Permitted Premises or the adjacent levee in fee simple absolute. This permit is effective only insofar as the rights of the County in the Permitted Premises are concerned. You must obtain such permission or authorization as may be necessary on account of any other existing rights by separate negotiations.

3. The County does not warrant in any manner that any portion of the Diversion Channel is suitable for the permitted purposes.

4. This Permit is being given exclusively to you. It is your responsibility to notify any of your employees, representatives, associates, contractors or sub-contractors of the terms and conditions of this permit. It is also your responsibility to ensure that any such person or entities acting on your behalf also abide by the conditions of this permit. You will be responsible for any damage caused by any of your employees, representatives, associates, contractors or sub-contractors.

5. Any matters relating to this permit shall be addressed to Michael Shannon, Galveston County Engineer at 722 Moody, Galveston, TX 77550, 409.770.5453, michael.shannon@co.galveston.tx.us.

6. The County may permit parties other than you to have use of the Permitted Premises during the permitted period. We will attempt to provide you with the names of such other permitted parties.

7. You are fully responsible for all matters pertaining to traffic regulation, safety and control on all areas of the Permitted Premises attributed to your operations.

8. Your operations will be performed without cost or expense to the County.

9. You agree to be responsible for all damages to the Diversion Channel caused by your vehicles, equipment of operations or by vehicle, equipment or operations of others acting on your behalf.

10. You will settle, to the County's satisfaction, all claims, damages, demands and causes of action related to the Permitted Premises or the levee drainage channel and pump station resulting from your operations or the operations of others acting on your behalf in an expedient manner.

11. You will execute and have your surety execute the attached bond in the amount of $100,000.00 with the issuance date being the effective date of the permit. The surety bond shall remain in effect for one year, unless the County releases it sooner.

12. The County or its consultant will make all inspections and submit all claims for damages to you within a timely manner. If no damages are determined to have occurred by the County, your bond will be released.

13. Any use of the Permitted Premises, other than the installation of the 20" liquid natural gas pipe line requires a new permit and surety bond. The amount of the bond required will be renegotiated.

14. You furnish upon Issuance Date the County a copy of your current Certificate of Liability Insurance coverage, insuring against damages, and damages to the person of property of third parties that are caused by vehicles, equipment or your operations; such third party general liability being with bodily injury limits not used less the $250,000 per person, and $500,000 per accident, and property damage limits of not less that $50,000 per accident. Galveston County must be named additional insured on the policy.

15. **YOU AGREE TO PROTECT, INDEMNIFY, DEFEND AND HOLD THE COUNTY OF GALVESTON HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OF DAMAGE TO PERSONS OR PROPERTY OCCURRING OR IN ANY WAY ARISING OUT OF OPERATIONS UNDER THIS PERMIT.**

16. You agree to these conditions by signing below.

Dated this _____day of _____, 2026.

COUNTY OF GALVESTON,

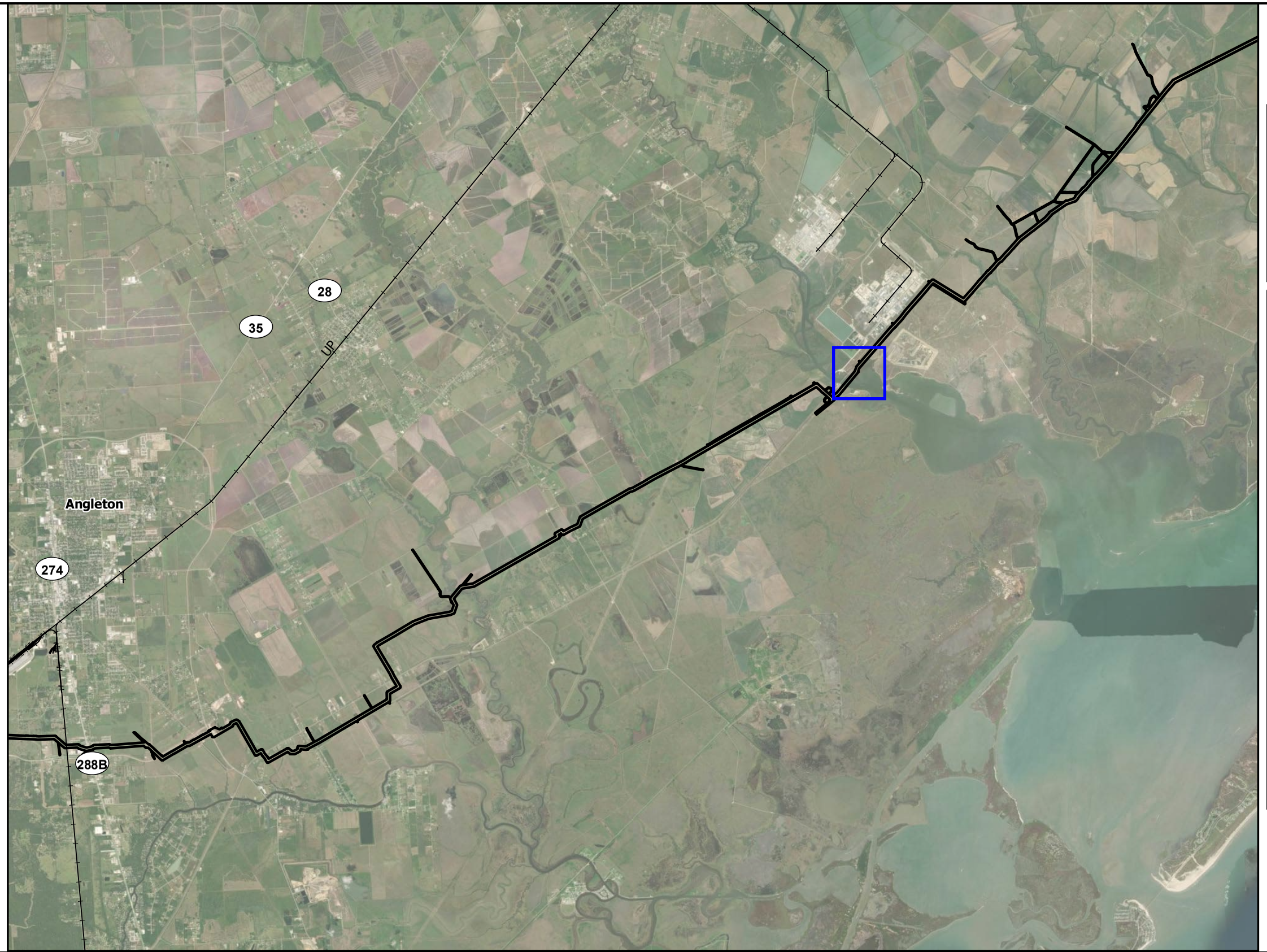
By: _____
Mark Henry, County Judge

ATTEST:

By: _____
Dwight D. Sullivan, County Clerk

BANGL, LLC

By: _____
Angela Brown
Environmental, Safety & Security





Project Area
Railroads
HDD-18

November 2025
Imagery: ESRI

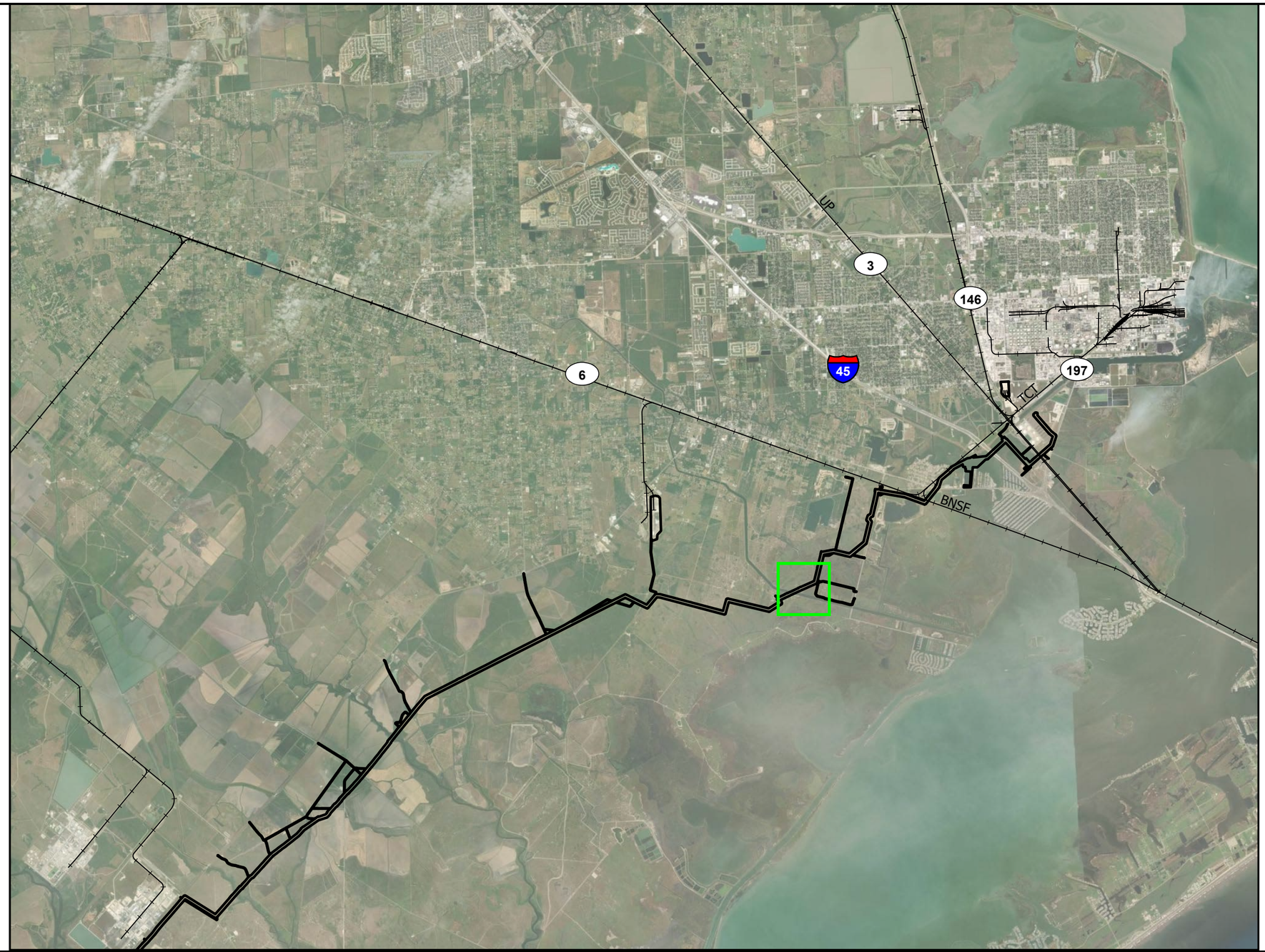
EXHIBIT A

AECOM

PROJECT SITE VICINITY LOCATION MAP
MARATHON PIPE LINE, LLC (MPL)

HDD-18 Crossing

PROJECT NO.: 60745759	FIGURE: Figure 1	
CLIENT: Marathon Petroleum	DATE: 2025-12-21	
LOCATION: Brazoria County, Texas	DRAWN BY: EG	REVIEWED BY: JH





Project Area
Railroads
HDD-24

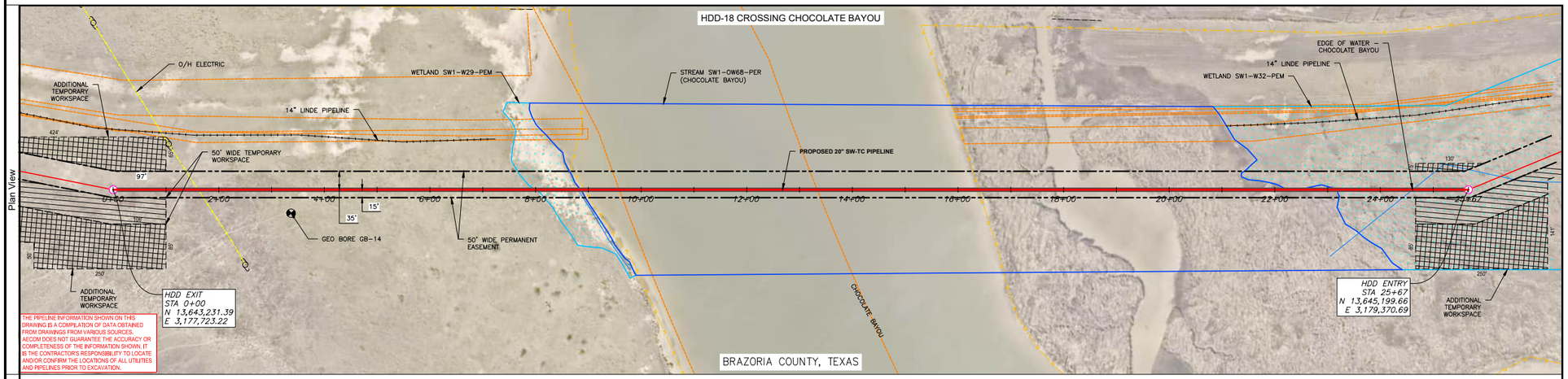
November 2025
Imagery: ESRI

AECOM

PROJECT SITE VICINITY LOCATION MAP
MARATHON PIPE LINE, LLC (MPL)

HDD-24 & HDD-25 Crossing

PROJECT NO.:	FIGURE:	
60745759	Figure 2	
CLIENT:	DATE:	
Marathon Petroleum	2025-12-21	
LOCATION:	DRAWN BY:	REVIEWED BY:
Galveston County, Texas	EG	JH



DIRECTIONAL DRILL CURVE DATA		
DESCRIPTION	STATION (FT)	ELEVATION
DRILL EXIT@ 8°	0+00	4.20'
P.C.1 (2400' R)	2+55	−31.66'
P.T.1	5+89	−55.02'
P.C.2 (2400' R)	20+38	−55.02'
P.T.2	24+55	−18.56'
DRILL ENTRY@ 10°	25+67	1.16'
HORIZONTAL DISTANCE = 2,566.8' HDD LENGTH = 2575.8'		

PIPE SPECIFICATIONS:
20.00" O.D., 0.444" W.T., HFW, APL 5L X60

NOTE:

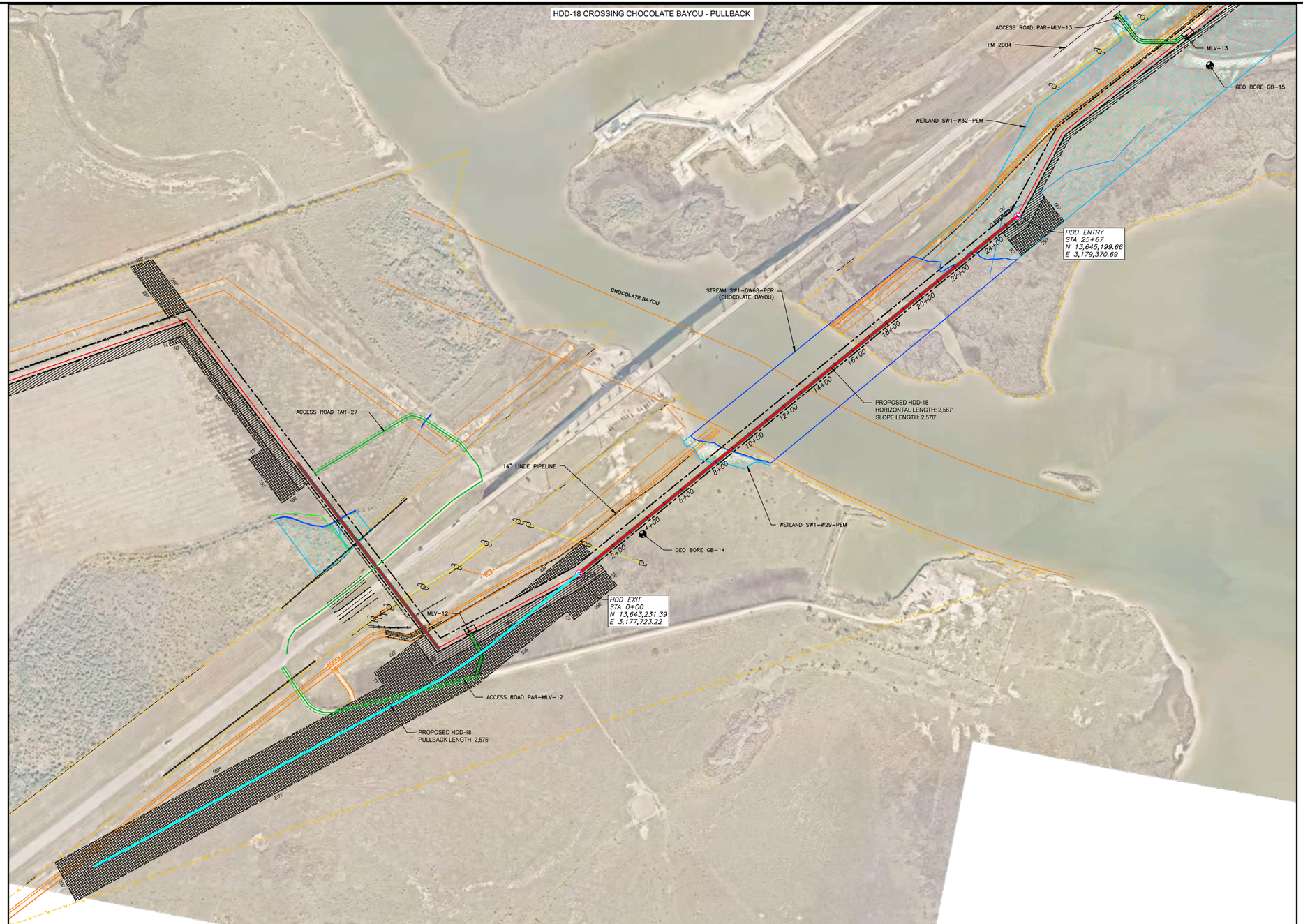
1. DRILL PROFILE IS INTEDED AS A GUIDE ONLY. HDD CONTRACTOR IS RESPONSIBLE FOR THE FINAL PROFILE.
2. THE PRELIMINARY BOUNDARYIES OF ALL WORK AREAS SHALL BE CLEARLY MARKED AN DALL WORK SHALL REMAIN WITHIN THE DESIGNATED AREAS.
3. THE REQUIRED STATE ONE CALL NOTIFICATION IS THE RESPONSIBILITY OF THE CONTRACTOR.
4. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND ELEVATIONS.
5. DRILL WATER AND PRE-INSTALLATION HYDROSTATIC TEST WATER SOURCE TO BE DETERMINED.
6. PRE-INSTALLATION HYDROSTATIC TEST SHALL BE CONDUCTED IN ACCORDANCE WITH SCOPE OF WORK, PIPELINE CONSTRUCTION SPECIFICATION AND PERMIT REQUIREMENTS.
7. CONTRACTOR SHALL DISPOSE OF EXCESS DRILLING MUD AS DIRECTED BY COMPANY REPRESENTATIVE.
8. ALL DISTURBED AREAS SHALL BE RETURNED TO THE ORIGINAL CONTOURS.
9. GEOTECHNICAL EXPLORATION REPORT PROVIDED BY OTHERS.
10. ADDITIONAL TEMPORARY WORKSPACE AREAS MAY BE FIELD DETERMINED AND NEGOTIATED WITH PROPERTY OWNERSHIP THROUGH SUNCOAST LAND AGENT

AECOM

20" SWEENY TO TEXAS CITY (SW-TC)
MARATHON PIPE LINE, LLC (MPL)

HDD-18 Plan and Profile, Chocolate Bayou, Brazoria County

PROJECT NO.:	FIGURE:	
60745759	Figure 3	
CLIENT:	DATE:	
Marathon Petroleum	2025-12-21	
LOCATION:	DRAWN BY:	REVIEWED BY:
Brazoria County, Texas	EG	JH

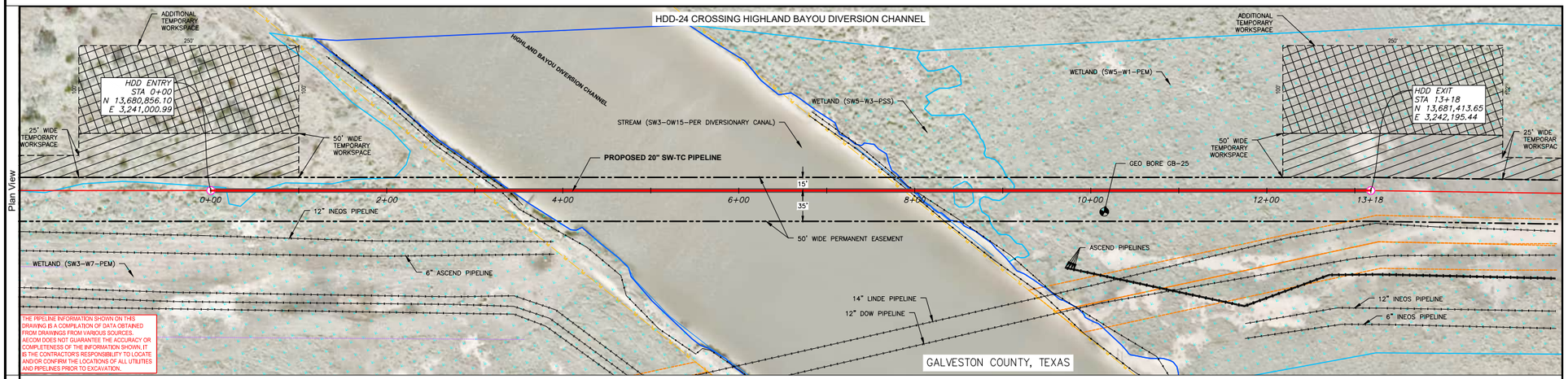


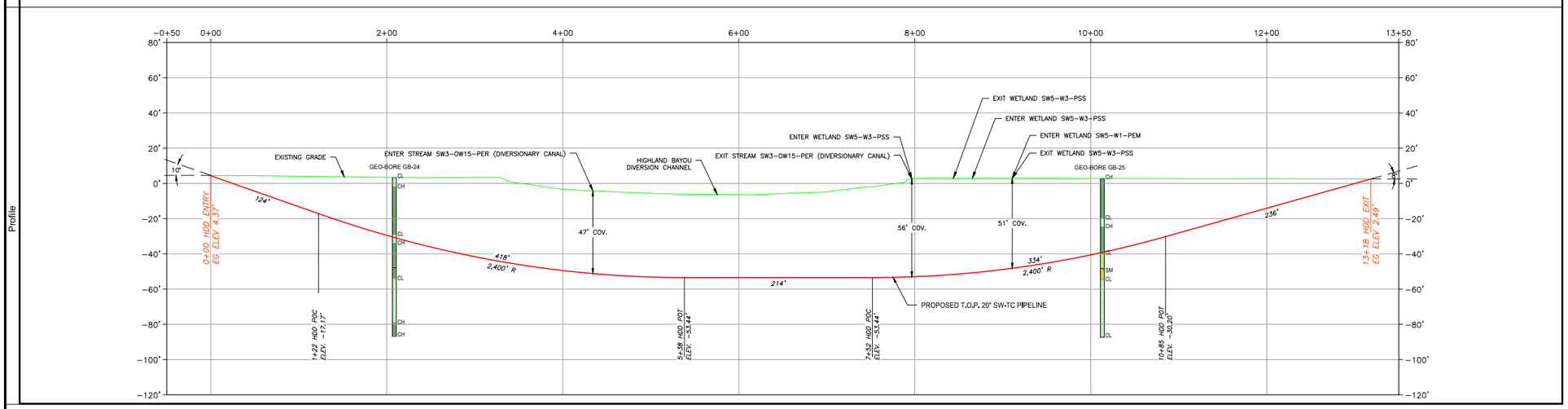
AECOM

20" SWEENY TO TEXAS CITY (SW-TC)
MARATHON PIPE LINE, LLC (MPL)

HDD-18 Pullback, Chocolate Bayou,
Brazoria County

PROJECT NO.: 60745759	FIGURE: Figure 4	
CLIENT: Marathon Petroleum	DATE: 2025-12-21	
LOCATION: Brazoria County, Texas	DRAWN BY: EG	REVIEWED BY: JH





DIRECTIONAL DRILL CURVE DATA		
DESCRIPTION	STATION (FT)	ELEVATION
DRILL ENTRY@ 10°	0+00	4.47'
P.C.1 (2400' R)	1+22	−17.17'
P.T.1	5+38	−53.44'
P.C.2 (2400' R)	7+52	−53.44'
P.T.2	10+85	−30.20'
DRILL EXIT@ 8°	13+18	2.49'
HORIZONTAL DISTANCE = 1,318.2' HDD LENGTH = 1,325.5'		

PIPE SPECIFICATIONS:
20.00" O.D., 0.444" W.T., HFW, APL 5L X60

NOTE:
1. DRILL PROFILE IS INTEDED AS A GUIDE ONLY. HDD CONTRACTOR IS RESPONSIBLE FOR THE FINAL PROFILE.
2. THE PRELIMINARY BOUNDARYIES OF ALL WORK AREAS SHALL BE CLEARLY MARKED AN DALL WORK SHALL REMAIN WITHIN THE DESIG-NATED AREAS.
3. THE REQUIRED STATE ONE CALL NOTIFICATION IS THE RESPONSIBILITY OF THE CONTRACTOR.
4. THE CONTRACTOR SHALL FIELD VERIFY ALL DI-MENSIONS AND ELEVATIONS.
5. DRILL WATER AND PRE-INSTALLATION HYDRO-STATIC TEST WATER SOURCE TO BE DETER-MINED.
6. PRE-INSTALLATION HYDROSTATIC TEST SHALL BE CONDUCTED IN ACCORDANCE WITH SCOPE OF WORK, PIPELINE CONSTRUCTION SPECIFI-CATION AND PERMIT REQUIREMENTS.
7. CONTRACTOR SHALL DISPOSE OF EXCESS DRILLING MUD AS DIRECTED BY COMPANY REPRESENTATIVE.
8. ALL DISTURBED AREAS SHALL BE RETURNED TO THE ORIGINAL CONTOURS.
9. GEOTECHNICAL EXPLORATION REPORT PRO-VIDED BY OTHERS.
10. ADDITIONAL TEMPORARY WORKSPACE AREAS MAY BE FIELD DETERMINED AND NEGOTIATED WITH PROPERTY OWNERSHIP THROUGH SUN-COAST LAND AGENT

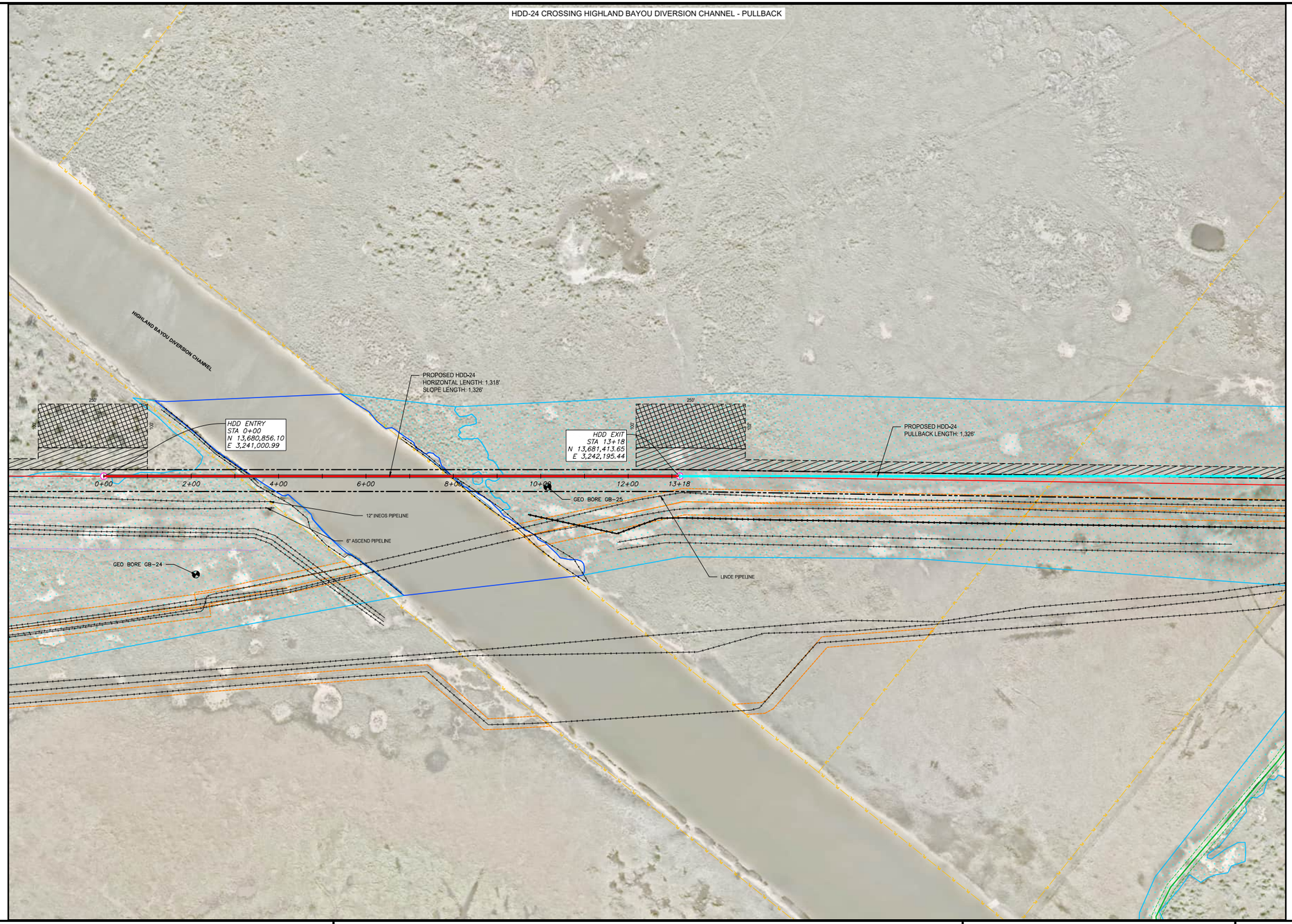
AECOM

20" SWEENY TO TEXAS CITY (SW-TC)
MARATHON PIPE LINE, LLC (MPL)

HDD-24 Plan and Profile, Highland Bayou Diversion Channel, Galveston County

PROJECT NO.:	FIGURE:	
60745759	Figure 5	
CLIENT:	DATE:	
Marathon Petroleum	2025-12-21	
LOCATION:	DRAWN BY:	REVIEWED BY:
Galveston County, Texas	EG	JH

HDD-24 CROSSING HIGHLAND BAYOU DIVERSION CHANNEL - PULLBACK



AECOM

20" SWEENY TO TEXAS CITY (SW-TC)
MARATHON PIPE LINE, LLC (MPL)

HDD-24 Pullback, Highland Bayou Diversion Channel, Galveston County

PROJECT NO.:	FIGURE:	
60745759	Figure 6	
CLIENT:	DATE:	
Marathon Petroleum	2025-12-21	
LOCATION:	DRAWN BY:	REVIEWED BY:
Galveston County, Texas	EG	JH

DEPARTMENT OF THE ARMY
GALVESTON DISTRICT, CORPS OF ENGINEERS
2000 FORT POINT ROAD
GALVESTON, TEXAS 77553-1229

EXHIBIT B

4/13/26

Ms. Angela Brown
Vice President
BANGL, LLC
200 E. Hardin St.
Findlay, OH 45840

Section 408 Request Number: 408-SWG-2026-0006

Dear Ms. Brown,

The Galveston District of the U.S. Army Corps of Engineers (USACE) has completed its review of your request to construct a natural gas liquids pipeline in Highland Bayou under Section 14 of the Rivers and Harbors Act of 1899, 33 U.S.C. 408 (Section 408). This evaluation was performed consistent with Engineer Circular (EC) 1165-2-220. USACE has performed an evaluation of your assigned Request No. 408-SWG-2026-0006, which is associated with Regulatory Permit SWG-2025-00338.

Based on the review by my staff, I have determined that the proposed construction will not adversely impact the functionality or the operation and maintenance of the project and is not injurious to the public interest. The Galveston District is granting permission as described in detail in the proposed alteration plans of your application as specified in your request and subject to compliance with the terms and conditions below.

This permission only authorizes you, the requester, to undertake the activity described herein under the authority provided in Section 14 of the Rivers and Harbors Act of 1899, as amended (33 USC 408). USACE shall not be responsible for the technical sufficiency of the alteration design nor for the construction and/or installation work This permission does not obviate the need to obtain other federal, state, or local authorizations required by law.

This permission does not grant any property rights or exclusive privileges, and you must have appropriate real estate instruments in place prior to construction and/or installation. Transfer, assignment or modification of this permission is prohibited without prior coordination with an approval of the USACE Galveston District. Failure to comply with this condition will constitute noncompliance for which the permission may be revoked immediately by USACE. Willful violation of 33 U.S.C. 408 is a federal crime, punishable by a fine not to exceed $25,000.00 per day and/or imprisonment not to exceed 1 year. The requester understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration of the work herein authorized, or if, in the opinion of the Secretary of the Army or an authorized representative, said work will cause unreasonable conditions and/or obstruction of

USACE project authorized design, the requester will be required upon due notice from the USACE, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim can be made against the United States on account of any such removal or alteration.

As the Applicant, you shall be responsible for any damage to the project resulting from this construction and will be required to expeditiously repair any damage according to USACE design criteria. The United States will not be responsible for damages or injuries which may arise from or be incident to the construction, maintenance, and use of the project requested by you, nor for damages to the property or injuries to your officers, agents, servants, or employees, or others who may be on your premises or project work areas or the federal project(s) rights-of-way. By accepting this permission, you hereby agree to fully defend, indemnify, and hold harmless the United States and USACE from any and all such claims, subject to any limitations in law.

The Galveston District is granting permission to the proposed alteration, subject to the following special conditions noted:

1. Any USACE work or maintenance work will take precedence over the private activities authorized herein. Work/usage allowed under this permission must proceed in a manner that avoids interference with the inspection, operation, and maintenance of the federal project.

2. Galveston District and the Non-Federal Sponsor shall be notified a minimum of thirty (30) days prior to construction with the following information: Request ID, Project Description, Construction Contractor, Construction Point of Contact, Designer of Record, Project Engineer, Closest Physical Address, GPS Coordinates, Start Date, Project Duration, Noted Changes or Deviations. Coordination to include but not limited to, scheduling pre-work, post work and onsite inspections.

3. Galveston District and our Non-Federal Sponsor shall be invited to participate in the pre-construction meeting for the subject 408.

4. Galveston District personnel will have unrestricted access to the construction site. USACE reserves the right to inspect the work at any time during the term of this action as needed, provided reasonable notice is given.

5. In the event of any deficiency in the design or construction of the requested

activity, you are solely responsible for taking remedial action to correct the deficiency.

6. If any previously unknown historic or archeological artifacts or remains are discovered while accomplishing the activity authorized by this permit, you must immediately cease and desist and notify the USACE of what you have found. The Galveston District will initiate the Federal and State coordination required to determine if the artifacts or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

7. You are responsible for implementing any requirements for mitigation, reasonable and prudent alternatives, or other conditions or requirements imposed as a result of environmental compliance.

8. Applicant must obtain and comply with all Regulatory Permit requirements prior to construction.

9. Any alterations or changes to the approved plans shall be resubmitted for approval and stamped by a professional engineer before construction.

10. Galveston District and our Non-Federal Sponsor shall be invited for a final inspection within thirty (30) days of construction completion and prior to your use of the structure, to document existing conditions.

11. You are required to provide as-built drawings in PDF format showing the new work as it relates to identifiable features of the federal project to USACE and our Non-Federal Sponsor within 60 days of completion.

12. Applicant must provide copies of before and after pertinent design, construction, and/or usage submittals/documents. [USACE may request that survey and photographic documentation of the alteration work and the impacted project area be provided before, during, and after construction and/or installation.]

13. At the End of Construction, the Contractor Shall restore all surfaces used for haul roads staging areas to pre-conditions or better to include regrading, turfing, landscape repair and other work required to restore federal civil works project in accordance with USACE requirements at the expense of the Applicant.

This authorization for work under Section 408 is valid for five years from the date of this letter. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached. For any questions regarding your Section 408 permission decision, please reference 408-SWG-2026-0006, Regulatory Permit SWG-2025-00338, and contact Charlene Harry, Operations 408 Coordinator at (409) 766-3865 or by e-mail at Charlene.Y.Harry@usace.army.mil. Thank you for your continued coordination of efforts that impact an important Federal Project.

Sincerely,

KINMAN.BELYNDA.MARIA LUZ.1535155557

Digitally signed by KINMAN.BELYNDA.MARIA LUZ.1535155557
Date: 2026.04.13 16:37:59 -05'00'

Belynda Kinman
Chief, Operations Division
Galveston District

Cc: Nancy Baher, Galveston County

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*36.

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

Consideration of approval of a Texas City Hurricane Levee permit number TCSW-26-386 to install one 24” pipeline to transport liquid petroleum gas, submitted by the County Engineer

Approval History

Seq #	Approver	Action	Action Date
1	Michael Shannon	Approve	5/28/26 10:25 am
2	Veronica Van Horn	Approve	5/28/26 3:55 pm
3	Dianna Martinez	Approve	5/29/26 2:43 pm

Docusign Envelope ID: 12DF628B-315D-85BA-8396-4245183B9138

PERMIT TO INSTALL A 24" PIPELINE
CROSSING THE TEXAS CITY HURRICANE LEVEE
(29.408063, -94.889108)

To Applicant: MBTC Pipeline LLC
100 W. 5th Street
Tulsa, Oklahoma 74103

PERMIT NUMBER: TCSW-26-386

Dear Applicant:

You are hereby granted authority to install one 24" pipeline to transport liquid petroleum gas (as part of the Mont Belvieu to Texas City route) over the Texas City Hurricane Levee as shown on MPH Inc. drawings dated March 8, 2026.

Your authority is granted under the following terms, limitations and conditions.

1. Your use of the Permitted Premises is limited to the construction activity, limits and conditions as approved in the 408 permit 408-SWG-2025-0034 issued by the United States Army Corps of Engineers (USACE) Exhibit A. Areas affected by your activities shall be restored to existing or better conditions. Any other use of the Permitted Premises will automatically revoke this Permit.

2. The County does not guarantee or warrant in any capacity that it owns the Permitted Premises or the adjacent levee in fee simple absolute. This permit is effective only insofar as the rights of the County in the Permitted Premises are concerned. You must obtain such permission or authorization as may be necessary on account of any other existing rights by separate negotiations.

3. The County does not warrant in any manner that any portion of Hurricane Levee is suitable for the permitted purposes.

4. This Permit is being given exclusively to you. It is your responsibility to notify any of your employees, representatives, associates, contractors or sub-contractors of the terms and conditions of this permit. It is also your responsibility to ensure that any such person or entities acting on your behalf also abide by the conditions of this permit. You

Docusign Envelope ID: 12DF628B-315D-85BA-8396-4245183B9138

will be responsible for any damage caused by any of your employees, representatives, associates, contractors or sub-contractors.

5. Any matters relating to this permit shall be addressed to Michael Shannon, Galveston County Engineer at 722 Moody, Galveston, TX 77550, 409.770.5399, michael.shannon@co.galveston.tx.us.

6. The County may permit parties other than you to have use of the Permitted Premises during the permitted period. We will attempt to provide you with the names of such other permitted parties.

7. You are fully responsible for all matters pertaining to traffic regulation, safety and control on all areas of the Permitted Premises attributed to your operations.

8. Your operations will be performed without cost or expense to the County.

9. You agree to be responsible for all damages to the levee and levee roadway caused by your vehicles, equipment or operations or by vehicle, equipment or operations of others acting on your behalf.

10. You will settle, to the County's satisfaction, all claims, damages, demands and causes of action related to the Permitted Premises and levee right-of-way including the levee drainage system, pump station and levee road resulting from your operations or the operations of others acting on your behalf in an expedient manner.

11. You will execute and have your surety execute the attached bond in the amount of $100,000.00 with the issuance date being the effective date of the permit. The surety bond shall remain in effect for one year, unless the County releases it sooner.

12. The County or its consultant will make all inspections and submit all claims for damages to you within a timely manner. If no damages are determined to have occurred by the County, your bond will be released.

13. Any use of the Permitted Premises, other than for the 24" liquid petroleum gas pipeline requires a new permit and surety bond. The amount of the bond required will be renegotiated.

14. You shall furnish upon Issuance date to the County a copy of your current Certificate of Liability Insurance coverage, insuring against damages, and damages to the person or property of third parties that are caused by vehicles, equipment or your operations; such third party general liability being with bodily injury limits not less than $250,000 per person, and $500,000 per accident, and property damage limits of not less than $100,000 per accident. Galveston County must be named additional insured on the policy.

15. YOU AGREE TO PROTECT, INDEMNIFY, DEFEND AND HOLD THE COUNTY OF GALVESTON HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OF DAMAGE TO PERSONS OR PROPERTY OCCURRING OR IN ANY WAY ARISING OUT OF OPERATIONS UNDER THIS PERMIT.

16. You agree to these conditions by signing below.

Dated this _____day of _____, 2026.

COUNTY OF GALVESTON,

By: _____
Mark Henry, County Judge

ATTEST:

By: _____
Dwight D. Sullivan, County Clerk

MBTC Pipeline

By: DocuSigned by: Todd McKimmey D9AC1DA0B5D742F...
Todd McKimmey
Vice President, Engineering & Construction

Docusign Envelope ID: 12DF628B-315D-85BA-8396-4245183B9138

EXHIBIT A

DEPARTMENT OF THE ARMY
UNITED STATES ARMY CORPS OF ENGINEERS
GALVESTON DISTRICT
2000 FORT POINT ROAD
GALVESTON, TEXAS 77550

MBTC Pipeline LLC
Ms. Jennifer Smith
100 W. 5th Street
Tulsa, Oklahoma 74103

Dear Ms. Smith:

The Galveston District of the U.S. Army Corps of Engineers (USACE) has performed an evaluation of your Section 408 Application (408-SWG-2025-0034) dated June 12, 2025 that is associated with Regulatory Permit SWG-2025-00089, requesting Section 408 authorization to install approximately 45 miles of new 24-inch diameter pipeline to transport liquified petroleum gas from Mont Belvieu to Texas City, Texas. A portion of the proposed work would cross beneath the Houston Ship Channel and across the Texas City Hurricane Flood Protection Levee in Texas City, Galveston County, Texas. The pipeline will be installed by Horizontal Directional Drill (HDD) to cross the Houston Ship Channel at a depth of -130 MLLW and will cross over the Texas City Hurricane Flood Protection Levee via "camelback" under a minimum of 4 feet of fill. The Houston Ship Channel and the Texas City Hurricane Flood Protection Levee are operated by the USACE. This evaluation has been performed pursuant to Section 14 of the Rivers and Harbors Act of 1899, 33 U.S.C. 408 (Section 408) and in accordance with Engineer Circular (EC) 1165-2-220.

Under Section 408, any proposed alteration of the Federal project must be evaluated for impacts to the project. Based on the review by my staff, I have determined that the proposed construction will not impair the usefulness of the Texas City Hurricane Flood Protection Levee or the Houston Ship Channel, and is not injurious to the public interest, provided the Special Conditions listed below are utilized. The proposed work has been found to comply pursuant to my delegated authority under 33 U.S.C. 408 (Section 408).

My evaluation of the proposed work shall not be considered as an approval of the design features of any activity authorized, or an implication that such construction is considered adequate for the purpose intended. It does not authorize any damage to private property, invasion of private rights, or obviate the need for compliance with any federal, state, or local laws, regulations, or permitting requirements. This Section 408 evaluation, performed in accordance with Engineer Circular (EC) 1165-2-220, does not grant permission to begin construction on or access a Federal property. As the requestor, you shall be responsible for any damage or impacts to the Federal project resulting from this construction and will be required to expeditiously repair any damage according to USACE design.

This authorization for work under Section 408 is valid for five years from the date of this letter, unless the Galveston District determines new information and warrants a revision prior to the expiration date.

The following site-specific conditions are made as limitations, restrictions, safety issues, or conditions to make the proposed use compatible with the operation of the project

Docusign Envelope ID: 12DF628B-315D-85BA-8396-4245183B9138

Houston Ship Channel

1. Any United States Army Corps of Engineers (USACE) work or maintenance work will take precedence over the private activities authorized herein. Maintenance work information can be obtained from the Galveston Resident Office (409-908-5803).
2. Requestor shall notify the USACE thirty (30) days in advance and coordinate with John McLain, Area Engineer (409-370-3958) and Aron Edwards, Operations Acting Land Use Coordinator (409-766-3028), prior to commencement of work. Coordination to include, but is not limited to, scheduling pre-work and post-work on-site inspections. USACE may have personnel perform inspections during the construction to ensure compliance with this permission.
3. Requestor understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of any work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said remaining structures or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the grantee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
4. USACE personnel will have unrestricted access to the construction site.
5. It is understood that this permission is effective only insofar as it pertains to the property rights of the Government in the property.
6. USACE reserves the right to inspect the work at any time during the term of this authorization provided reasonable notice is given to Requestor.
7. If any previously unknown historic or archeological remains are discovered while accomplishing the activity authorized by this permit, you must immediately cease and desist and notify the USACE of what you have found. The USACE will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
8. Requestor shall notify the USACE thirty (30) days in advance and coordinate with the rights granted herein with John McLain, Area Engineer (281-464-1016) and Aron Edwards, Operations Acting Land Use Coordinator (409-766-3028), prior to commencement of activities. Coordination to include, but is not limited to, scheduling pre-work and post-work on-site inspections.
9. During installation of the pipeline, no work will be allowed to obstruct any navigation channels or impact any Federal properties. The Requestor shall be responsible for all damages that occur to the Federal project during work. The Requestor shall coordinate with the respective USCG office and Pilot organization to ensure project will not interfere with navigation.
    a. Surveys shall be submitted within fourteen (14) days of completing the installation activities authorized herein.
    b. Requestor shall provide pre- and post-work multi-beam bathymetric surveys of the project site to John McLain, Area Engineer (281-464-1016 and Aron Edwards, Operations Acting Land Use Coordinator (409-766-3028).
10. After construction, the Requestor shall be responsible for ensuring that no material is left above pre-construction conditions.
11. The Requestor must perform a pre- and post-work multi-beam survey of the proposed pipeline corridor in Mean Lower Low Water (MLLW). The survey must document both pre- and post-work elevations of the Houston Ship Channel bottom along the proposed pipeline corridor.

Docusign Envelope ID: 12DF628B-315D-85BA-8396-4245183B9138

a. Surveys shall be conducted by a certified or trained operator.

b. The multi-beam survey should include a 100-foot-wide area on both sides of the pipeline corridor.

c. Surveys shall be submitted within thirty (30) days of completing the construction activities authorized herein.

d. Requestor shall provide pre- and post-work multi-beam bathymetric surveys of the project site to John McLain, Area Engineer (281-464-1016) and Aron Edwards, Operations Acting Land Use Coordinator (409-766-3028).

12. After construction, the Requestor shall be responsible for ensuring that no material is left above pre-construction conditions.

13. The Requestor must submit to the Corps for its review and approval as-built drawings of the completed structures within ninety (90) days of project completion. The approved structure includes approximately 1300 feet of 24-inch diameter natural gas pipeline beneath the Houston Ship Channel at a depth of -130 feet MLLW and an Up and Over pipeline crossing of the Texas City Hurricane Flood Protection Levee. Cadastral data and format requirements are as follows:

    a. All GIS data submissions should be provided to USACE as a compressed (.zip) file containing a geodatabase (.gdb) and/or shapefile (.shp) components.

        - Dataset must be a 3D line feature(s) and include z-values, or heights, to correctly locate themselves in 3D space. These objects must be modeled as 3D line features.
        - Dataset must have a horizontal projection in the coordinate system of NAD1983 State Plane Texas South Central US feet.
        - Dataset must have a defined vertical coordinate system for the feature class's z-values on the containing feature dataset provided in MLLW.

    b. The design data should consist of simple lines and polygons indicating the limits of the completed construction only. The coordinate system and datum that the drawing is currently in must be clearly shown.

    c. For CADD drawings, please ensure that all layers are properly named to describe that specific feature. If the layers are named using acronyms, we need a legend or shoe boxes with leader lines, identifying each feature class within the drawing. All areas must be created in real-world (model space) with an assigned coordinate system. Please do not send drawings with XREFs or reference files, insert all needed files or feature layers into one design file. Cut-sheet or plate layouts in CADD are not needed, however PDFs of proposed project plans and/or as-built are required for further review.

    d. For GIS drawings, assign a proper name sequence to describe that specific feature or it can also be defined in the spatial data within the shape file.

    e. To help keep file sizes to the minimum, imagery and USGS Quads do not need to be provided.

    f. The projected coordinate system is:

        (i.) Datum: North American 1983 (Survey Feet)
        (ii.) Projection: State Plane
        (iii.) Zone: Texas South Central

14. Requestor must obtain and comply with all Regulatory Permit requirements including but not limited to: Department of the Army Permit SWG-2025-00089, the requirements of which are incorporated herein by this reference that states that the subject pipeline must be placed beneath Galveston Bay and the Houston Ship Channel at a depth of -130 feet MLLW.

15. All pipelines crossing Federal project channels shall be identified by signs in accordance with the following minimum requirements: The signs shall be placed a minimum of fifty (50) feet beyond the beacon lines in bays and landlocked channels. The signs shall be placed on both sides of the channel. The signs shall be placed parallel to the channel and supported on two single piles with at least 2-inch butts with one on each side of the pipeline, and the signs shall have lettering of sufficient size that can be read easily from the center of the channel by a person with normal vision. The letters shall identify the company and provide the company's contact information.

Texas City Hurricane Flood Protection Levee

1. Any project property damaged or repaired as a result of the Requestor's activities under this permission shall be repaired or restored by, and at the expense of the Requestor in accordance with USACE requirements. These efforts may include embankment repairs and additional seeding or turfing.

2. USACE and Galveston County (contact Ms. Nancy Baher, Assistant County Engineer at 409-770-5556 or nancy.baher@co.galveston.tx.us) shall be invited to attend the pre-construction meeting for the proposed work.

3. USACE reserves the right to inspect the work at any time during the term of this authorization provided reasonable notice is given to Requestor.

4. USACE and Galveston County personnel will have unrestricted access to the work site.

5. At the end of construction, the Requestor shall restore all surfaces used for haul roads and staging areas to their condition prior to construction. Such restoration shall be at the Requestor's expense and shall include regrading, turfing, landscape repair, existing facilities repair and other work required to restore these areas to existing conditions or better than prior to the start of construction.

6. Any changes to the design or construction should be stamped by a professional engineer and submitted to the Galveston District for approval before execution.

7. USACE and Galveston County shall be invited to attend the pre-construction meeting for the proposed work.

8. The Requestor should notify the Galveston District and Galveston County a minimum of 14 days prior to beginning construction. The Galveston District and Galveston County may have personnel perform inspections during the construction to ensure compliance with this permission.

9. The Galveston District and Galveston County shall be invited for a final inspection within 30 days of construction completion.

10. The Galveston District and Galveston County shall be provided with as-built drawings in PDF format within 60 days of construction completion.

11. Requestor shall adhere to the document titled "408-SWG-2025-0034-MBTC Pipeline 408 Final Permit Application", dated 05 September 2025.

12. Engineering Considerations for Construction: Personnel responsible for construction oversight should note the following:

    a. Review site restoration plan.
    b. Review contractor's work/construction plan.
    c. Review all Technical Review MFRs.
    d. Ensure fill type and compaction requirements are fulfilled.

If you have any questions or requests for additional information, please reference 408-SWG-2025-0034, and contact the Operations Acting Land Use Coordinator, Mr. Aron Edwards, at (409) 766-3028. For Flood Risk Management concerns Ms. Charlene Harry at (409) 766-3865. Thank you for your continued coordination of efforts that impact an important federal project.

Sincerely,

KINMAN.BELYND A.MARIA LUZ.1535155557

Digitally signed by KINMAN.BELYNDA.MARIA LUZ.1535155557
Date: 2026.05.01 12:10:07 -05'00'

Belynda Kinman
Chief, Operations Division

Cc: Nancy Baher, Galveston County

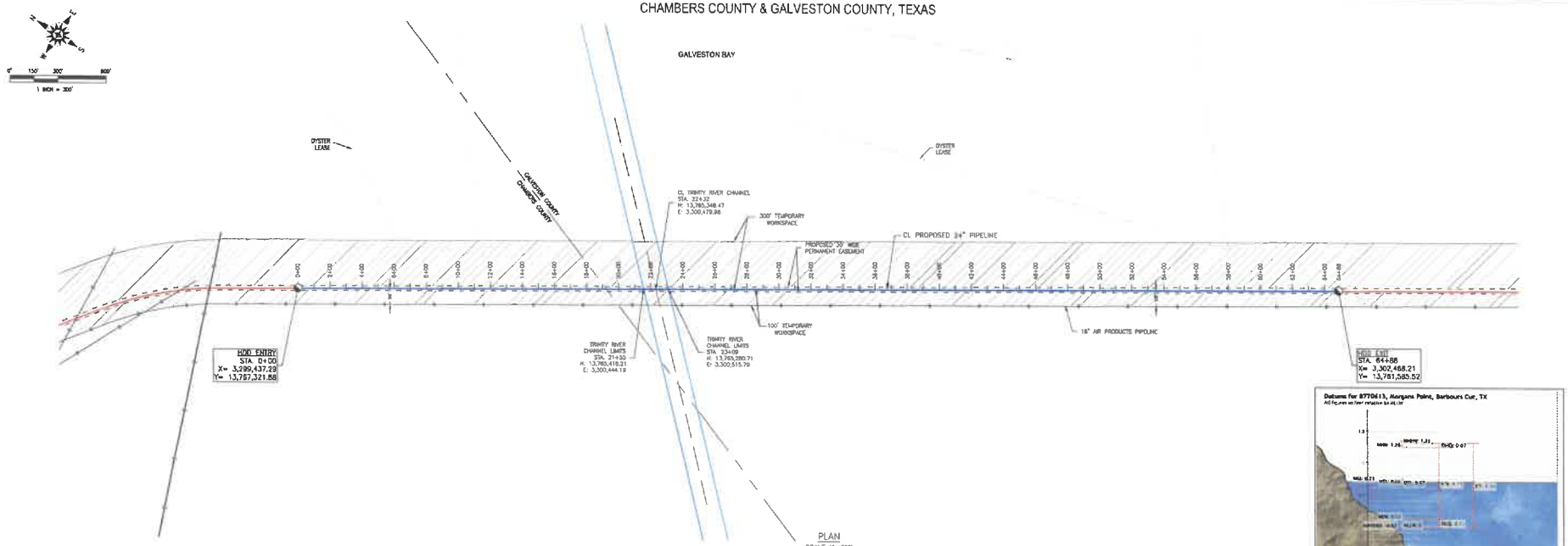
408 SWG 2025 0034 MBTC PIPELINE, LLC 1 of 12

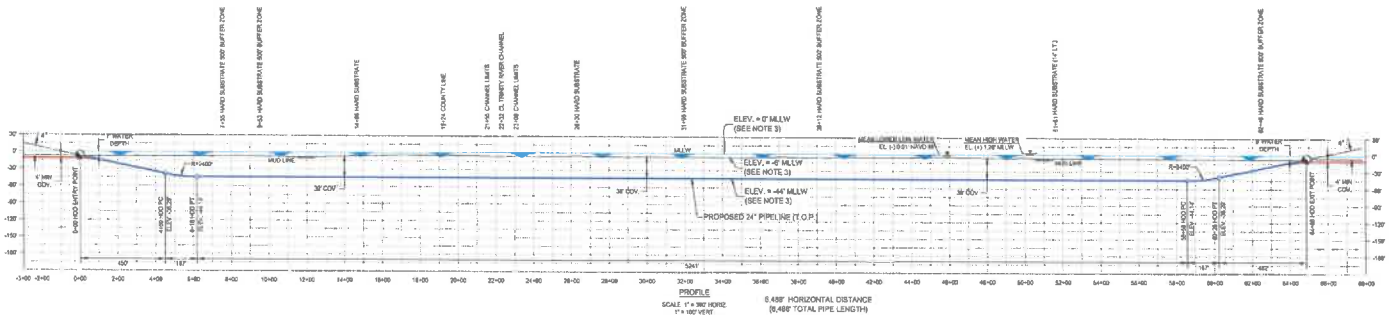
Docusign Envelope ID: 12DF628B-315D-85BA-8396-4245183B9138



Path: <LINK>C:\Users\dpgreen\OneDrive</LINK> - Burns & McDonnell\Texas GIS\Houston\174970_Prop_OMBS_24S_Pipeline\174970_Prop_OMBS_24S_Pipeline\174970_Prop_OMBS_24S_Pipeline.aprx dpgreen 8/29/2025
Service Layer Credits: World Street Map, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

CHAMBERS COUNTY & GALVESTON COUNTY, TEXAS





NOTE:
1. GRID COORDINATES ARE BASED ON NAD83 (2011) TEXAS SOUTH CENTRAL ZONE.
2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT APPROPRIATE UTILITY AGENCIES FOR LOCATIONS OF UNDERGROUND UTILITIES. THOSE SHOWN HEREON ARE APPROXIMATE LOCATIONS.
3. ELEVATIONS ARE BASED ON THE MEAN LOWER LOW WATER (MLLW). THE TIDE DIFFERENCE BETWEEN VERIFIED MEAN LOWER LOW WATER (MLLW) AND MEAN HIGH WATER (MHW) READINGS ARE 1.26 FEET PER NOAA TIDE GAUGE 8770613 (MORGAN'S POINT, TX)
4. SEE DRAWING NO. _____ FOR CORRESPONDING ALIGNMENT SHEET STATIONING.
5. THE 400' TEMPORARY WORKSPACE BETWEEN THE HDD ENTRY AND EXIT POINT SHALL BE USED FOR BARGE NAVIGATION ONLY. NO DREDGING SHALL BE PERFORMED IN THIS AREA..
6. THE HDD PIPE STRINGING WILL BE PERFORMED INSIDE THE TEMPORARY WORKSPACE CORRIDOR. ADDITIONAL WORKSPACE IS NOT REQUIRED AS THE ORIGINAL PIPELAY CORRIDOR IS USED FOR STRINGING. THE PIPE STRING WILL REMAIN IN THE TEMPORARY WORKSPACE CORRIDOR UNTIL WELDING, HYDROTEST, AND HDD PULLBACK IS COMPLETE. PIPE STRINGING WILL ONLY BE CONDUCTED WEST OF THE HDD EXIT POINT. PIPE STRINGING WILL REMAIN OUTSIDE OF THE HOUSTON SHIP CHANNEL CORRIDOR, AND CHANNEL CLOSURE WILL NOT BE REQUIRED.
7. HSC FUTURE P12 DREDGE CHANNEL WAS PROVIDED BY MOLLIE POWELL OF PORT HOUSTON. THE P12 DREDGE CHANNEL IS -65' MLLW AND THE USACE REQUIRES MINIMUM 20 FEET OF COVER BELOW AND 50 FEET ON EACH SIDE OF THE CHANNEL / BARGE LANE.
8. PIPELINE PROFILE AND ELEVATIONS INDICATED IN THIS DRAWING REFER TO PROPOSED TOP OF PIPE.
9. CONTRACTOR SHALL TARGET TOP OF PIPE CROSSING ELEVATION OF -130' MLLW UNDERNEATH THE ENTIRE LENGTH OF THE HOUSTON SHIP CHANNEL. IF PIPELINE AS-BUILT TOP OF PIPE CONDITIONS ARE SHALLOWER THAN -100' MLLW ELEVATION, CONTRACTOR WILL BE RESPONSIBLE FOR REMOVAL AS WELL AS REINSTALLMENT OF THE PIPELINE AT A TOP OF PIPE DEPTH GREATER THAN -100' MLLW.

LEGEND
- PROPOSED PIPELINE
- PROPOSED PIPELINE W/MRO COATING
- PERMANENT EASEMENT
- TEMPORARY WORKSPACE
- HDD ENTRY / EXIT
- EXISTING PIPELINE

811 Texas 811.org Call before you dig.

1904 WEST GRAND
PARKWAY N. SUITE 200
KATY, TEXAS 77449
(832) 300-8400
TEXAS SURVEYING FIRM
LICENSE: 10090700, TEXAS
ENGINEERING FIRM LICENSE: 20448

PERCHERON
PROFESSIONAL
SERVICES, LLC

REFERENCE DRAWINGS

DRAWING NO.	TITLE

REVISIONS

MK.	DESCRIPTION	DATE	BY	CHK	APR
A	ISSUED FOR REVIEW	07/30/25	WT	-	-
B	ISSUED FOR PERMIT	08/19/25	WH	PAC	KMC

APPROVALS

DRAWN BY	WT	06/18/25
CHECKED BY	PAC	DATE
ENG. APPROVAL	KMC	DATE
P. M. APPROVAL	KMC	DATE
CLIENT APPROVAL	-	07/16/25

Morris P. Hebert, Inc.
SURVEYING & ENGINEERING & ENVIRONMENTAL
TEXAS BOARD OF PROFESSIONAL ENGINEERS REGISTRATION NO. F-2578
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING REGISTRATION NO. 100294-00

ISSUED FOR PERMIT

THIS DOCUMENT IS ISSUED FOR PERMIT AND IS NOT FOR CONSTRUCTION PURPOSES
KEVIN MICHAEL COULTER
PE # 135505

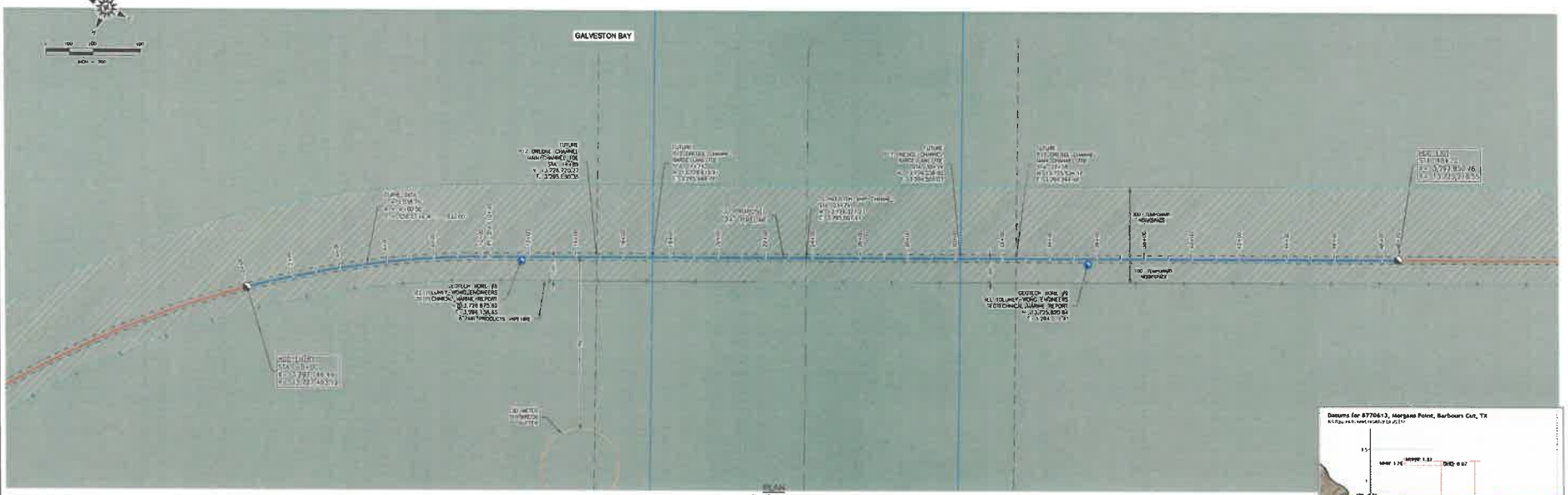
MBTC Pipeline

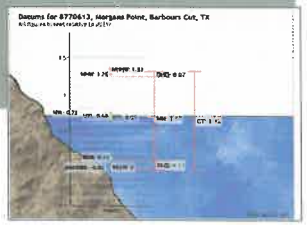
CROSSING DETAIL
PROPOSED 24" PIPELINE MBTC
HDD-B TRINITY RIVER CHANNEL
CHAMBERS COUNTY & GALVESTON COUNTY, TEXAS

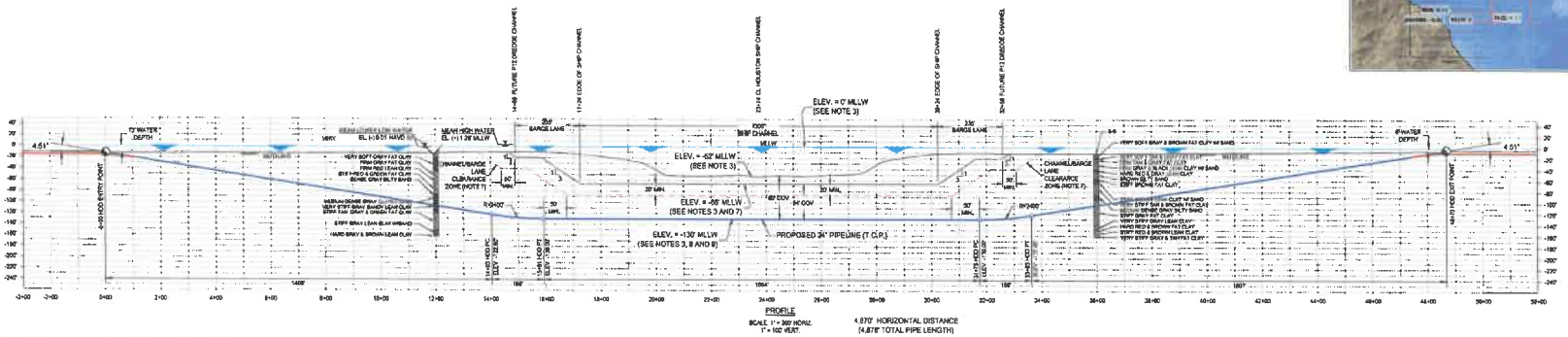
SCALE	DRAWING NO.	REV.
AS-SHOWN	10655-HDD-027	B

I:\Projects\05-10741-0009 - MBTC Mont Belvieu to TX City\DWG\[mbtc Alex\Construction Drawings\10655-HDD-027_B01.dwg plotted on Aug 27, 2025 - 2:00pm

GALVESTON COUNTY, TEXAS







NOTE:
1. GRID COORDINATES ARE BASED ON NAD83 (2011) TEXAS SOUTH CENTRAL ZONE.
2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT APPROPRIATE UTILITY AGENCIES FOR LOCATIONS OF UNDERGROUND UTILITIES. THOSE SHOWN HEREON ARE APPROXIMATE LOCATIONS.
3. ELEVATIONS ARE BASED ON THE MEAN LOWER LOW WATER (MLLW). THE TIDE DIFFERENCE BETWEEN VERIFIED MEAN LOWER LOW WATER (MLLW) AND MEAN HIGH WATER (MHW) READINGS ARE 1.26 FEET PER NOAA TIDE GAUGE 8770613 (MORGAN'S POINT, TX)
4. SEE DRAWING NO. _____ FOR CORRESPONDING ALIGNMENT SHEET STATIONING.
5. THE 400' TEMPORARY WORKSPACE BETWEEN THE HDD ENTRY AND EXIT POINT SHALL BE USED FOR BARGE NAVIGATION ONLY. NO DREDGING SHALL BE PERFORMED IN THIS AREA.
6. THE HDD PIPE STRINGING WILL BE PERFORMED INSIDE THE TEMPORARY WORKSPACE CORRIDOR. ADDITIONAL WORKSPACE IS NOT REQUIRED AS THE ORIGINAL PIPELAY CORRIDOR IS USED FOR STRINGING. THE PIPE STRING WILL REMAIN IN THE TEMPORARY WORKSPACE CORRIDOR UNTIL WELDING, HYDROTEST, AND HDD PULLBACK IS COMPLETE. PIPE STRINGING WILL ONLY BE CONDUCTED WEST OF THE HDD EXIT POINT. PIPE STRINGING WILL REMAIN OUTSIDE OF THE HOUSTON SHIP CHANNEL CORRIDOR, AND CHANNEL CLOSURE WILL NOT BE REQUIRED.
7. HSC FUTURE P12 DREDGE CHANNEL WAS PROVIDED BY MOLLIE POWELL OF PORT HOUSTON. THE P12 DREDGE CHANNEL IS -65' MLLW AND THE USAGE REQUIRES MINIMUM 20 FEET OF COVER BELOW AND 50 FEET ON EACH SIDE OF THE CHANNEL / BARGE LANE.
8. PIPELINE PROFILE AND ELEVATIONS INDICATED IN THIS DRAWING REFER TO PROPOSED TOP OF PIPE.
9. CONTRACTOR SHALL TARGET TOP OF PIPE CROSSING ELEVATION OF -130' MLLW UNDERNEATH THE ENTIRE LENGTH OF THE HOUSTON SHIP CHANNEL. IF PIPELINE AS-BUILT TOP OF PIPE CONDITIONS ARE SHALLOWER THAN -100' MLLW ELEVATION, CONTRACTOR WILL BE RESPONSIBLE FOR REMOVAL AS WELL AS REINSTALLMENT OF THE PIPELINE AT A TOP OF PIPE DEPTH GREATER THAN -100' MLLW.

ISSUED FOR CONSTRUCTION

LEGEND
- CL PROPOSED PIPELINE
- CL PROPOSED PIPELINE W/HDD COATING
- PERMANENT EASEMENT
- PROPERTY LINE
- TEMPORARY WORKSPACE
- ADDITIONAL TEMPORARY WORKSPACE
- HDD ENTRY/EXIT
- EXISTING PIPELINE
- WETLAND
- POTENTIAL ALLIGATOR SNAPPING TURTLE HABITAT
- POTENTIAL ENDANGERED BAT HABITAT

811 Know what's below. Call before you dig.

1904 WEST GRAND PARKWAY N, SUITE 200
KATY, TEXAS 77449
(832) 300-5400
TEXAS SURVEYING FIRM LICENSE: 10090700, TEXAS ENGINEERING FIRM LICENSE 2948

PERCHERON PROFESSIONAL SERVICES, LLC

REFERENCE DRAWINGS

DRAWING NO.	TITLE

REVISIONS

MK.	DESCRIPTION	DATE	BY	CHK	APP
0	ISSUED FOR CONSTRUCTION	11/18/25	TR	PAC	KMC
1	ISSUED FOR CONSTRUCTION	12/04/25	TR	PAC	KMC
2	ISSUED FOR CONSTRUCTION	12/19/25	TR	PAC	KMC

APPROVALS

DRAWN BY	DATE
WT	07/16/25
CHECKED BY	DATE
PAC	-
ENG. APPROVAL	DATE
KMC	-
P. M. APPROVAL	DATE
KMC	-

Morris P. Hebert, Inc.

CLIENT APPROVAL	DATE
-	07/16/25

ONEOK NGL PIPELINE COMPANY, L.P.

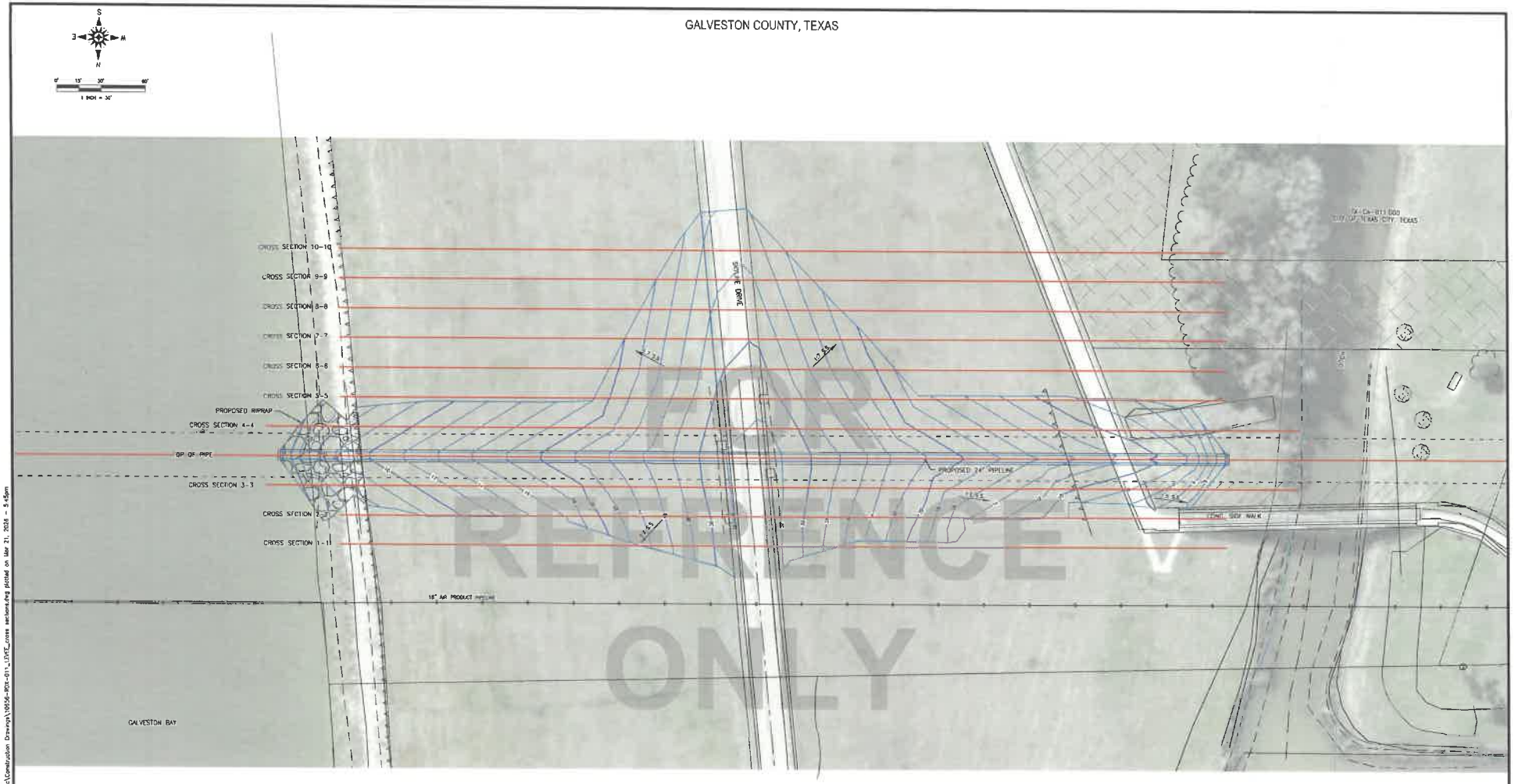
MBTC PIPELINE

CROSSING DETAIL
PROPOSED 24" PIPELINE MBTC
HDD - HOUSTON SHIP CHANNEL
GALVESTON COUNTY, TEXAS

SCALE	DRAWING NO.	REV.
AS-SHOWN	10655-HDD-30	2

\\Engdata\Permanent\Projects\10655.10\HDD\DWG Files\Construction Drawings\10655-HDD-030_PAY 11.dwg plotted on Mar 10, 2026 - 3:27pm

GALVESTON COUNTY, TEXAS



PLAN

SCALE: 1" = 30'

NOTE:

1. GRID COORDINATES ARE BASED ON NAD83 (2011) TEXAS SOUTH CENTRAL ZONE, GEOID12B DERIVED FROM GPS OBSERVATIONS.
2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT APPROPRIATE UTILITY AGENCIES FOR LOCATIONS OF UNDERGROUND UTILITIES. THOSE SHOWN HEREON ARE APPROXIMATE LOCATIONS.
3. ELEVATIONS ARE BASED ON THE MEAN LOWER LOW WATER (MLLW), THE TIDE DIFFERENCE BETWEEN VERIFIED MEAN LOWER LOW WATER (MLLW) AND MEAN HIGH WATER (MHW) READINGS ARE 1.26 FEET PER NOAA TIDE GAUGE 8770613 (MORGAN'S POINT, TX).
4. WALKWAY SHALL NOT BE MODIFIED NOR BE USED TO PLACE SPOILS. LIGHT EQUIPMENT AND VEHICLES MAY CROSS THE WALKWAY AS LONG AS THEY DO NOT INTERFERE WITH PEDESTRIAN USE.
5. BACKFILL AND BEDDING ARE IMPERMEABLE LEAN CLAY (WITH HYDRAULIC CONDUCTIVITY LESS THAN 0.00001 CM/SEC) AS DEFINED IN ASTM 2488 – USCS CLASSIFICATION SYSTEM, FREE OF ORGANIC OR OTHER DELETERIOUS MATERIALS; MAXIMUM LUMP SIZE LESS THAN THREE INCHES. FOLLOWING CONSTRUCTION ACTIVITIES, CONTRACTOR SHALL PROVIDE A 6" LAYER OF TOPSOIL ON TOP OF THE LEAN CLAY FILL AND ESTABLISH APPROPRIATE VEGETATION COVERAGE TO PREVENT ANY LEVEE SLOPE EROSION. CONTRACTOR TO REPLACE LIKE-FOR-LIKE ALL TEXAS CITY LEVEE ARMOR DISTURBED DURING CONSTRUCTION.
6. FILL USED FOR THE CROSSING SHALL BE PLACED IN LOOSE LIFTS WITH THICKNESS NOT TO EXCEED 6-INCHES AND COMPACTED IN THE DISTURBED AREA TO A MINIMUM 95 PERCENT STANDARD PROCTOR DENSITY DETERMINED AT OPTIMUM MOISTURE CONTENT ACCORDING TO ASTM D-698. MOISTURE CONTROL LIMITS ARE TO BE WITHIN -1% TO +3% OF OPTIMUM.
7. ONEOK CONTRACTOR WILL BE RESPONSIBLE FOR RESTORING AND RE-PAVEMENT OF THE ROAD ON THE CREST OF THE LEVEE (SKYLINE DR.), AS WELL AS RESTORING THE TWO TEXAS CITY SIDEWALKS (WALKWAYS) THAT WILL BE CUT DURING CONSTRUCTION. ALL RESTORATION WORK SHALL BE PERFORMED BY ONEOK CONTRACTOR IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS CITY DEPARTMENT OF PUBLIC WORKS AND TO THE RECOMMENDED STANDARDS AS SET FORTH BY THE CITY ENGINEER.
8. PIPELINE PROFILE AND ELEVATIONS INDICATED IN THIS DRAWING REFER TO PROPOSED TOP OF PIPE (T.O.P.).

FOR REFERENCE ONLY

LEGEND

- CL PROPOSED PIPELINE
- CL PROPOSED PIPELINE W/MBE COATING
- PERMANENT EASEMENT
- PROPERTY LINE
- TEMPORARY WORKSPACE
- ADDITIONAL TEMPORARY WORKSPACE
- HDD ENTRY/EXIT
- EXISTING PIPELINE
- WETLAND
- POTENTIAL ALLIGATOR SNAPPING TURTLE HABITAT
- POTENTIAL TRICOLORED BAT HABITAT

811 Know what's below. Call before you dig.

1904 WEST GRAND PARKWAY N, SUITE 200
KATY, TEXAS 77449
(832) 360-8400
TEXAS SURVEYING FIRM LICENSE: 10029700, TEXAS ENGINEERING FIRM LICENSE: 20448

PERCHERON PROFESSIONAL SERVICES, LLC

REFERENCE DRAWINGS

DRAWING NO.	TITLE

REVISIONS

MK	DESCRIPTION	DATE	BY	CHK	APR
0	ISSUED FOR CONSTRUCTION	01/15/25	TR	PAC	KMC
1	ISSUED FOR CONSTRUCTION	01/22/25	TR	PAC	KMC
2	ISSUED FOR CONSTRUCTION	03/06/25	TR	PAC	KMC

APPROVALS

	DATE
DRAWN BY: TR	07/18/25
CHECKED BY: PAC	DATE
ENG. APPROVAL: KMC	DATE
P. M. APPROVAL: KMC	DATE
CLIENT APPROVAL: –	DATE: –

Morris P. Hebert, Inc.

ONEOK
NGL PIPELINE COMPANY, L.P.

CROSSING DETAIL
PROPOSED 24" PIPELINE MBTC
TEXAS CITY LEVEE CROSS SECTIONS
GALVESTON COUNTY, TEXAS

SCALE	DRAWING NO.	REV.
AS-SHOWN	10656-ROX-011	2

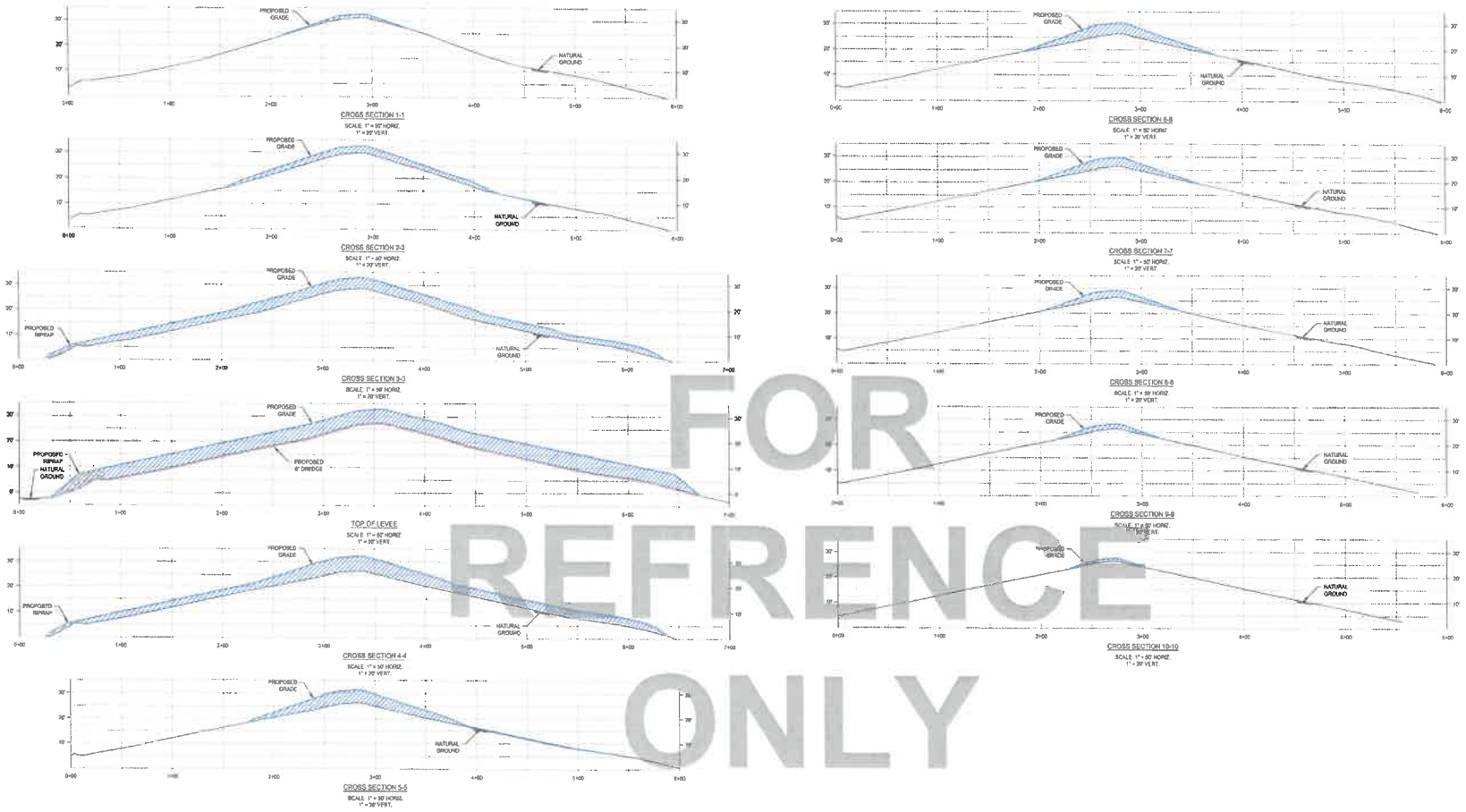
SHEET 1 OF 2

Document Envelope ID: 132F63B3-3190-865A-8386-43451826B138

X:\Projects\05 10746\10000 - MBTC Mont Belvieu to TC City\CWO\CWO Misc\Construction Drawings\10656-ROX-011_LNYC_cross sections.dwg plotted on Mar 21, 2025 - 5:45pm

DocuSign Envelope ID: 1C0F8285-5150-468A-8196-62451B2B8156

GALVESTON COUNTY, TEXAS



FOR REFRENCE ONLY

NOTE:

1. GRID COORDINATES ARE BASED ON NAD83 (2011) TEXAS SOUTH CENTRAL ZONE, GEOID12B DERIVED FROM GPS OBSERVATIONS.
2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT APPROPRIATE UTILITY AGENCIES FOR LOCATIONS OF UNDERGROUND UTILITIES. THOSE SHOWN HEREON ARE APPROXIMATE LOCATIONS.
3. ELEVATIONS ARE BASED ON THE MEAN LOWER LOW WATER (MLLW). THE TIDE DIFFERENCE BETWEEN VERIFIED MEAN LOWER LOW WATER (MLLW) AND MEAN HIGH WATER (MHW) READINGS ARE 1.26 FEET PER NOAA TIDE GAUGE, 8770613 (MORGAN'S POINT, TX).
4. WALKWAY SHALL NOT BE MODIFIED NOR BE USED TO PLACE SPOILS. LIGHT EQUIPMENT AND VEHICLES MAY CROSS THE WALKWAY AS LONG AS THEY DO NOT INTERFERE WITH PEDESTRIAN USE.
5. BACKFILL AND BEDDING ARE IMPERMEABLE LEAN CLAY (WITH HYDRAULIC CONDUCTIVITY LESS THAN 0.00001 CM/SEC) AS DEFINED IN ASTM 2488 – USCS CLASSIFICATION SYSTEM, FREE OF ORGANIC OR OTHER DELETERIOUS MATERIALS; MAXIMUM LUMP SIZE LESS THAN THREE INCHES. FOLLOWING CONSTRUCTION ACTIVITIES, CONTRACTOR SHALL PROVIDE A 6" LAYER OF TOPSOIL ON TOP OF THE LEAN CLAY FILL AND ESTABLISH APPROPRIATE VEGETATION COVERAGE TO PREVENT ANY LEVEE SLOPE EROSION. CONTRACTOR TO REPLACE LIKE-FOR-LIKE ALL TEXAS CITY LEVEE ARMOR DISTURBED DURING CONSTRUCTION.
6. FILL USED FOR THE CROSSING SHALL BE PLACED IN LOOSE LIFTS WITH THICKNESS NOT TO EXCEED 8-INCHES AND COMPACTED IN THE DISTURBED AREA TO A MINIMUM 95 PERCENT STANDARD PROCTOR DENSITY DETERMINED AT OPTIMUM MOISTURE CONTENT ACCORDING TO ASTM D-698. MOISTURE CONTROL LIMITS ARE TO BE WITHIN -1% TO +3% OF OPTIMUM.
7. ONEOK CONTRACTOR WILL BE RESPONSIBLE FOR RESTORING AND RE-PAVEMENT OF THE ROAD ON THE CREST OF THE LEVEE (SKYLINE DR.), AS WELL AS RESTORING THE TWO TEXAS CITY SIDEWALKS (WALKWAYS) THAT WILL BE CUT DURING CONSTRUCTION. ALL RESTORATION WORK SHALL BE PERFORMED BY ONEOK CONTRACTOR IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS CITY DEPARTMENT OF PUBLIC WORKS AND TO THE RECOMMENDED STANDARDS AS SET FORTH BY THE CITY ENGINEER.
8. PIPELINE PROFILE AND ELEVATIONS INDICATED IN THIS DRAWING REFER TO PROPOSED TOP OF PIPE (T.O.P.).

LEGEND

- 12" PROPOSED PIPELINE
- 12" PROPOSED PIPELINE W/MBD COATING
- PERMANENT EASEMENT
- PROPERTY LINE
- TEMPORARY WORKSPACE
- ADDITIONAL TEMPORARY WORKSPACE
- MOD ENTRY/EXIT
- EXISTING PIPELINE
- WETLAND
- POTENTIAL ALLIGATOR SNAPPING TURTLE HABITAT
- POTENTIAL TRICOLORED BAT HABITAT

811 Know what's below. Call before you dig.

1904 WEST GRAND PARKWAY N, SUITE 200
KATY, TEXAS 77449
(832) 300-8400
TEXAS SURVEYING FIRM LICENSE: 10020700, TEXAS ENGINEERING FIRM LICENSE: 20446

PERCHERON PROFESSIONAL SERVICES, LLC

REFERENCE DRAWINGS

DRAWING NO.	TITLE

REVISIONS

MK.	DESCRIPTION	DATE	BY	CHK	APR
0	ISSUED FOR CONSTRUCTION	01/16/26	TR	PAC	KMC
1	ISSUED FOR CONSTRUCTION	01/23/26	TR	PAC	KMC
2	ISSUED FOR CONSTRUCTION	03/06/26	TR	PAC	KMC

APPROVALS

DRAWN BY	TR	07/16/25
CHECKED BY	PAC	DATE
ENG. APPROVAL	KMC	DATE
P. M. APPROVAL	KMC	DATE
CLIENT APPROVAL	–	DATE –

mph Morris P. Hebert, Inc.
SURVEYING • ENGINEERING • ENVIRONMENTAL
TEXAS SURVEYING FIRM REGISTRATION NUMBER 10020700
TEXAS ENGINEERING FIRM REGISTRATION NUMBER 20446

ONEOK
NGL PIPELINE COMPANY, L.P.

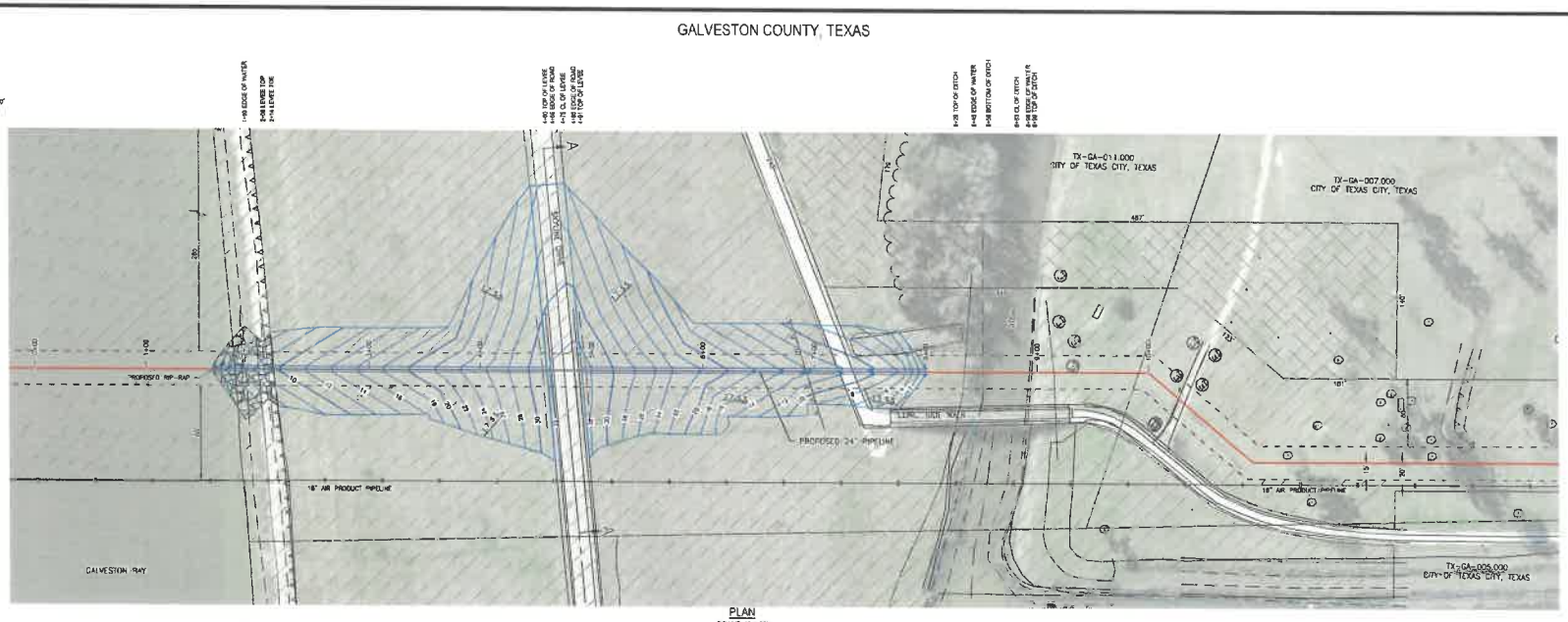
CROSSING DETAIL
PROPOSED 24" PIPELINE MBTC
TEXAS CITY LEVEE CROSS SECTIONS
GALVESTON COUNTY, TEXAS

SCALE	DRAWING NO.	REV.
AS-SHOWN	10656-RDX-011	2

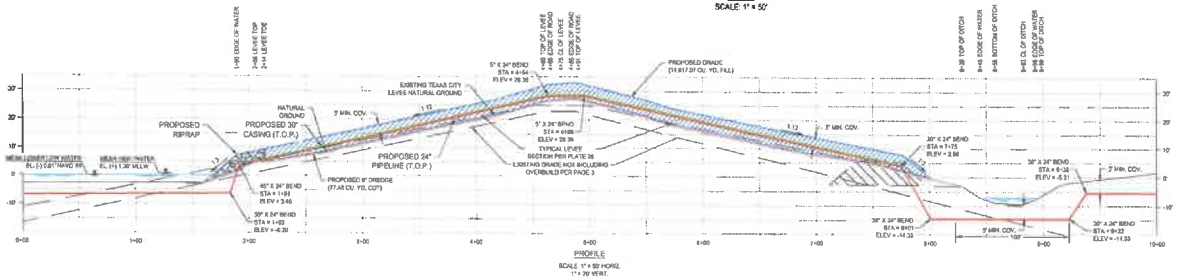
SHEET 2 OF 2

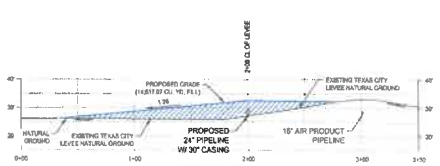
K:\Projects\105.10748.0000 - ONEOK Mont Belvieu to TC City\CAD\Dwg files\Construction Drawings\10656-RDX-011_LEVEE cross sections.dwg plotted on Mar 31, 2026 - 3:49pm

GALVESTON COUNTY, TEXAS



PLAN
SCALE: 1" = 50'





CROSS SECTION A-A
SCALE: 1" = 50' HORIZ.
1" = 20' VERT.



TYPICAL CASING CROSS SECTION

NOTE:
1. GRID COORDINATES ARE BASED ON NAD83 (2011) TEXAS SOUTH CENTRAL ZONE. GEOID12B DERIVED FROM GPS OBSERVATIONS.
2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT APPROPRIATE UTILITY AGENCIES FOR LOCATIONS OF UNDERGROUND UTILITIES. THOSE SHOWN HEREON ARE APPROXIMATE LOCATIONS.
3. ELEVATIONS ARE BASED ON THE MEAN LOWER LOW WATER (MLLW). THE TIDE DIFFERENCE BETWEEN VERIFIED MEAN LOWER LOW WATER (MLLW) AND MEAN HIGH WATER (MHW) READINGS ARE 1.26 FEET PER NOAA TIDE GAUGE 8770613 (MORGAN'S POINT, TX).
4. WALKWAY SHALL NOT BE MODIFIED NOR BE USED TO PLACE SPOILS. LIGHT EQUIPMENT AND VEHICLES MAY CROSS THE WALKWAY AS LONG AS THEY DO NOT INTERFERE WITH PEDESTRIAN USE.
5. BACKFILL AND BEDDING ARE IMPERMEABLE LEAN CLAY (WITH HYDRAULIC CONDUCTIVITY LESS THAN 0.00001 CM/SEC) AS DEFINED IN ASTM 2488 – USCS CLASSIFICATION SYSTEM, FREE OF ORGANIC OR OTHER DELETERIOUS MATERIALS; MAXIMUM LUMP SIZE LESS THAN THREE INCHES. FOLLOWING CONSTRUCTION ACTIVITIES, CONTRACTOR SHALL PROVIDE A 6" LAYER OF TOPSOIL ON TOP OF THE LEAN CLAY FILL AND ESTABLISH APPROPRIATE VEGETATION COVERAGE TO PREVENT ANY LEVEE SLOPE EROSION. CONTRACTOR TO REPLACE LIKE-FOR-LIKE ALL TEXAS CITY LEVEE ARMOR DISTURBED DURING CONSTRUCTION.
6. FILL USED FOR THE CROSSING SHALL BE PLACED IN LOOSE LIFTS WITH THICKNESS NOT TO EXCEED 6-INCHES AND COMPACTED IN THE DISTURBED AREA TO A MINIMUM 95 PERCENT STANDARD PROCTOR DENSITY DETERMINED AT OPTIMUM MOISTURE CONTENT ACCORDING TO ASTM D-698. MOISTURE CONTROL LIMITS ARE TO BE WITHIN -1% TO +3% OF OPTIMUM.
7. ONEOK CONTRACTOR WILL BE RESPONSIBLE FOR RESTORING AND RE-PAVEMENT OF THE ROAD ON THE CREST OF THE LEVEE (SKYLINE DR.), AS WELL AS RESTORING THE TWO TEXAS CITY SIDEWALKS (WALKWAYS) THAT WILL BE CUT DURING CONSTRUCTION. ALL RESTORATION WORK SHALL BE PERFORMED BY ONEOK CONTRACTOR IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS CITY DEPARTMENT OF PUBLIC WORKS AND TO THE RECOMMENDED STANDARDS AS SET FORTH BY THE CITY ENGINEER.
8. PIPELINE PROFILE AND ELEVATIONS INDICATED IN THIS DRAWING REFER TO PROPOSED TOP OF PIPE (T.O.P.).

ISSUED FOR CONSTRUCTION

LEGEND
- CL PROPOSED PIPELINE
- CL PROPOSED PIPELINE W/HDPE COATING
- PERMANENT EASEMENT
- PROPERTY LINE
- TEMPORARY WORKSPACE
- ADDITIONAL TEMPORARY WORKSPACE
- HDD ENTRY/EXIT
- EXISTING PIPELINE
- WETLAND
- POTENTIAL ALLIGATOR SNAPPING TURTLE HABITAT
- POTENTIAL TRICOLORED BAT HABITAT

811 Texas One Call System, Inc. Excavators Before You Dig

1904 WEST GRAND PARKWAY N. SUITE 200
KATY, TEXAS 77449
(832) 300-6400
TEXAS SURVEYING FIRM LICENSE: 10020700, TEXAS
ENGINEERING FIRM LICENSE: 20648

PERCHERON PROFESSIONAL SERVICES, LLC

REFERENCE DRAWINGS

DRAWING NO.	TITLE
10658-RDX-011	LEVEE DRAWING

REVISIONS

NO.	DESCRIPTION	DATE	BY	CHK	APP
0	ISSUED FOR CONSTRUCTION	01/16/26	TR	PAC	KMC
1	ISSUED FOR CONSTRUCTION	01/23/26	TR	PAC	KMC
2	ISSUED FOR CONSTRUCTION	03/06/26	TR	PAC	KMC

APPROVALS

DRAWN BY	TR	07/18/25
CHECKED BY	PAC	DATE
ENG. APPROVAL	KMC	DATE
P. M. APPROVAL	KMC	DATE
CLIENT APPROVAL	-	DATE -

Morris P. Hebert, Inc.
SURVEYING • ENGINEERING • ENVIRONMENTAL • GIS
1904 WEST GRAND PARKWAY N. SUITE 200 KATY, TEXAS 77449 (832) 300-6400
TEXAS SURVEYING FIRM LICENSE: 10020700 ENGINEERING FIRM LICENSE: 20648

ONEOK NGL PIPELINE COMPANY, L.P.

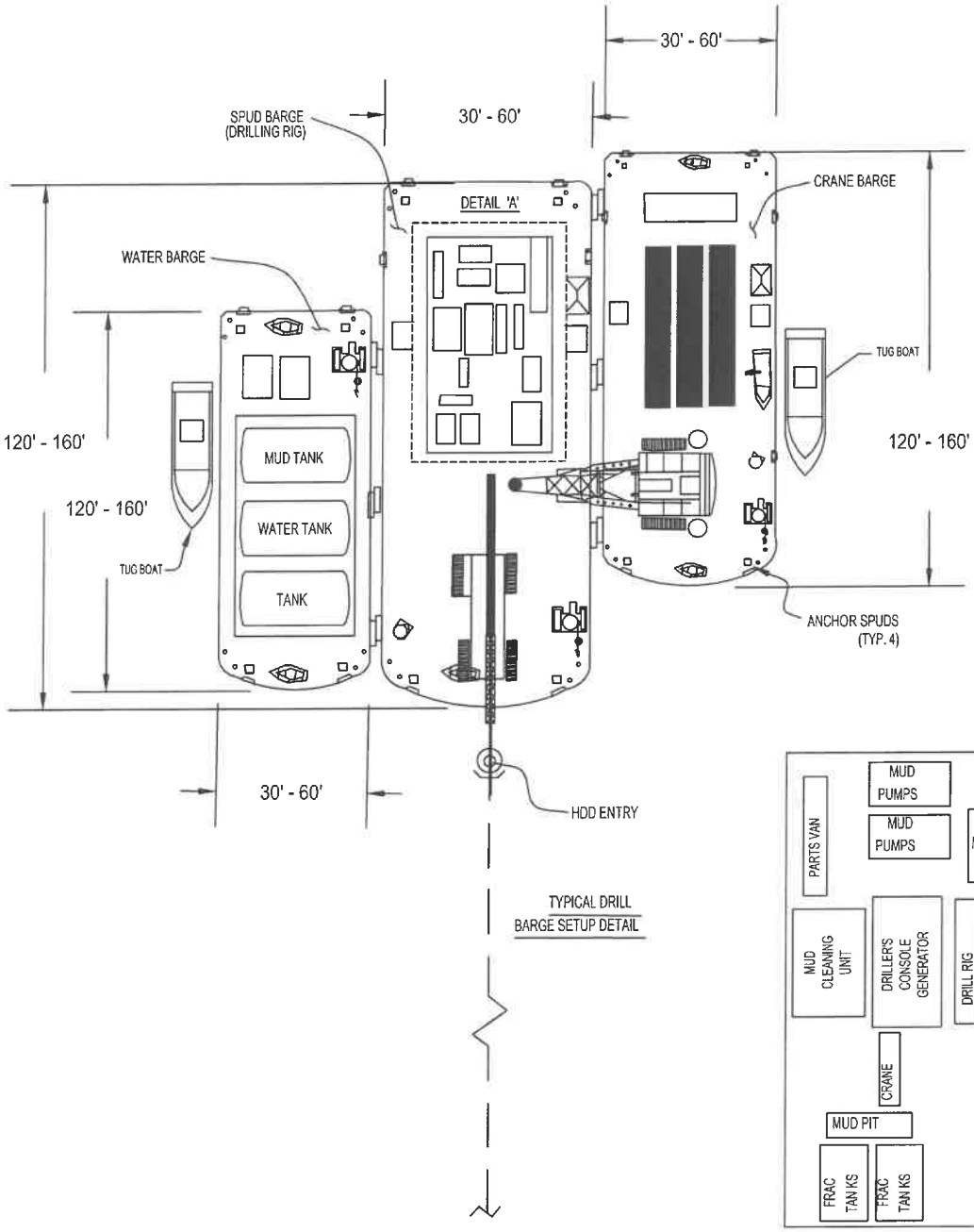
MBTC PIPELINE

CROSSING DETAIL
PROPOSED 24" PIPELINE MBTC
TEXAS CITY LEVEE CROSSING
GALVESTON COUNTY, TEXAS

SCALE	DRAWING NO.	REV.
AS-SHOWN	10658-RDX-010	2

KEVIN MICHAEL ERAUSTER 138905 LICENSED PROFESSIONAL ENGINEER 3/26/26

Coverage Envelope ID: 12DF628B-3190-965A-8296-43451838B138



DETAIL 'A'

SEE DRAWING NO.
107461-TYP-0006-HDD EXIT
TYPICAL SUPPORT BARGE
SETUP DETAIL

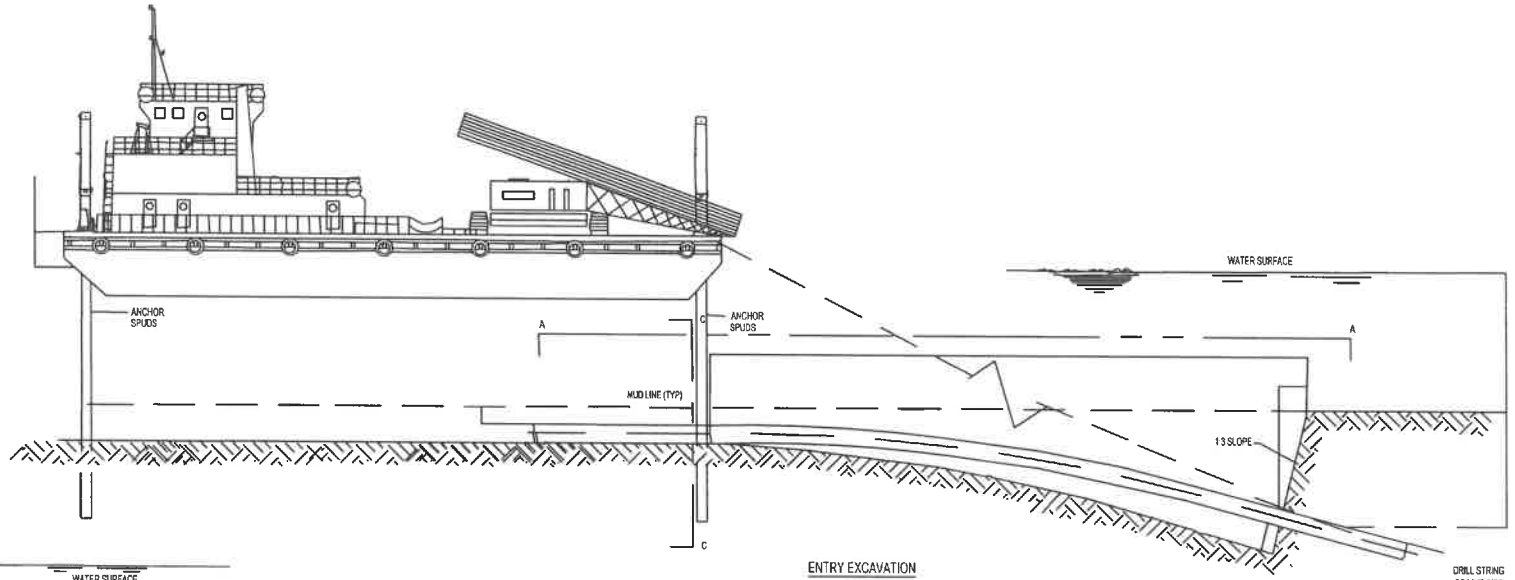
REVISIONS					
NO.	DESCRIPTION	DATE	BY	CHK.	APPR.
A	ISSUED FOR REVIEW	01/23/25	JAT	PAC	*
B	ISSUED FOR PERMIT	08/22/25	WH	PAC	*

DRAWN BY	JAT
CHECKED BY	PAC
REVIEWED BY	*
APPROVED BY	*
PROJECT MANAGER	*
SHEET	1 OF 2

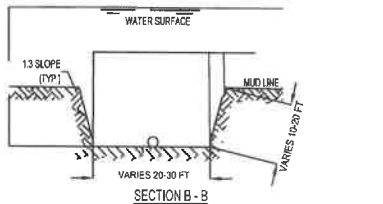
MBTC Pipeline

OFFSHORE TO OFFSHORE
TYPICAL HDD DETAIL

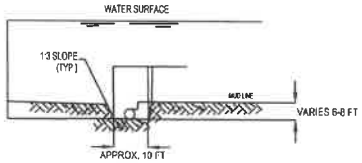
PROJECT NUMBER 05.104571.0000 | DRAWING NUMBER 104571-TYP-0005 | REV B



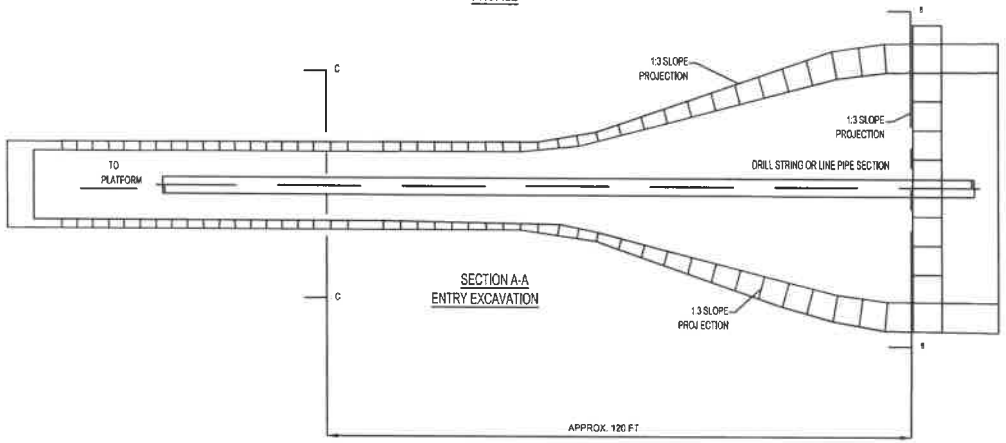
ENTRY EXCAVATION PROFILE



SECTION B - B



SECTION C - C



SECTION A-A ENTRY EXCAVATION

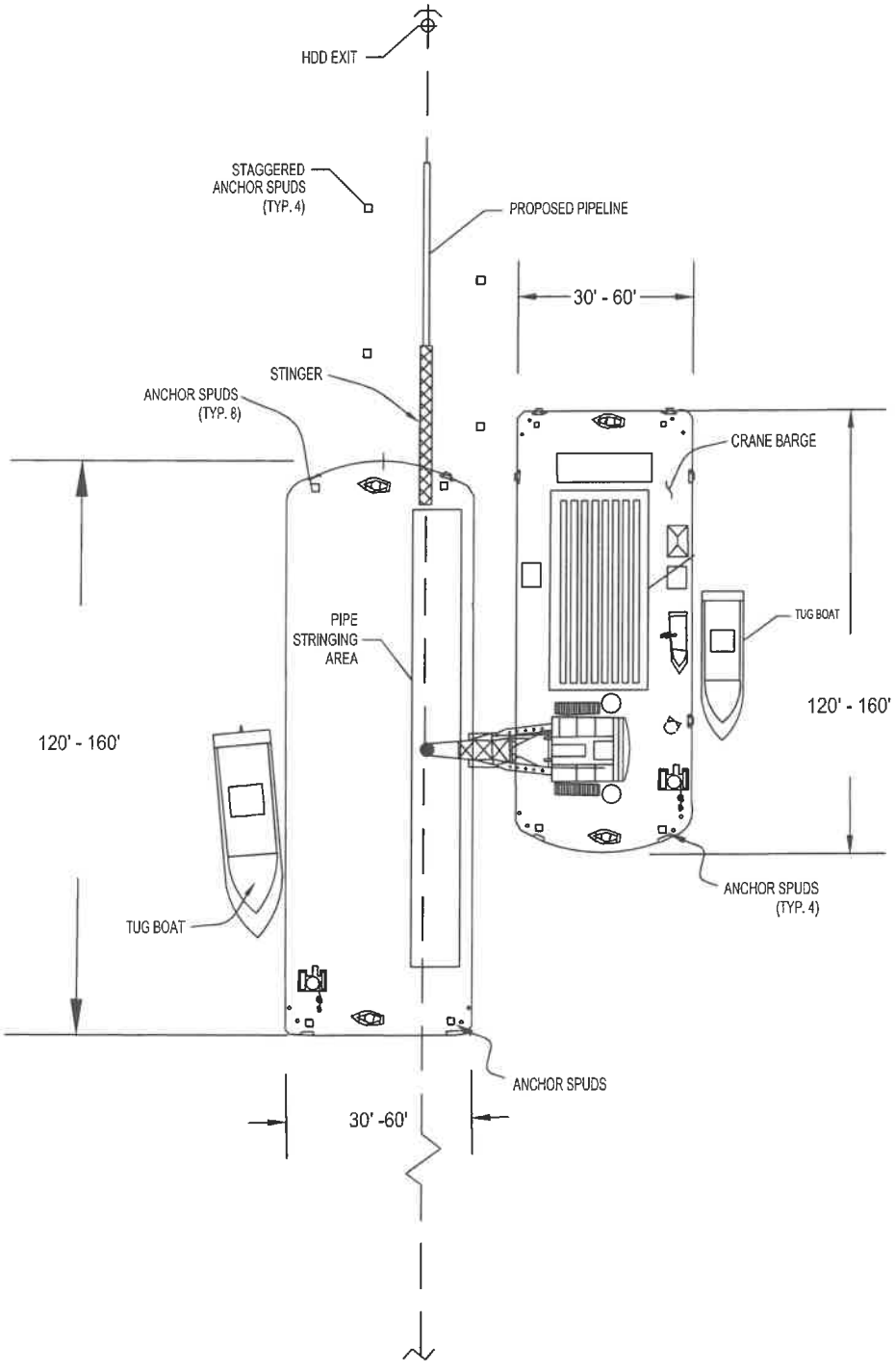
REVISIONS					
A	ISSUED FOR REVIEW	01/23/25	JAT	PAC	*
B	ISSUED FOR PERMIT	08/22/25	WH	PAC	*
NO.	DESCRIPTION	DATE	BY	CHK.	APPR.

DRAWN BY.	JAT
CHECKED BY.	PAC
REVIEWED BY.	*
APPROVED BY.	*
PROJECT MANAGER	*
SHEET	2 OF 2

MBTC Pipeline

OFFSHORE TO OFFSHORE
TYPICAL HDD DETAIL

PROJECT NUMBER	DRAWING NUMBER	REV.
05.104571.0000	104571-TYP-0005	B



PIPE STRINGING LAYDOWN

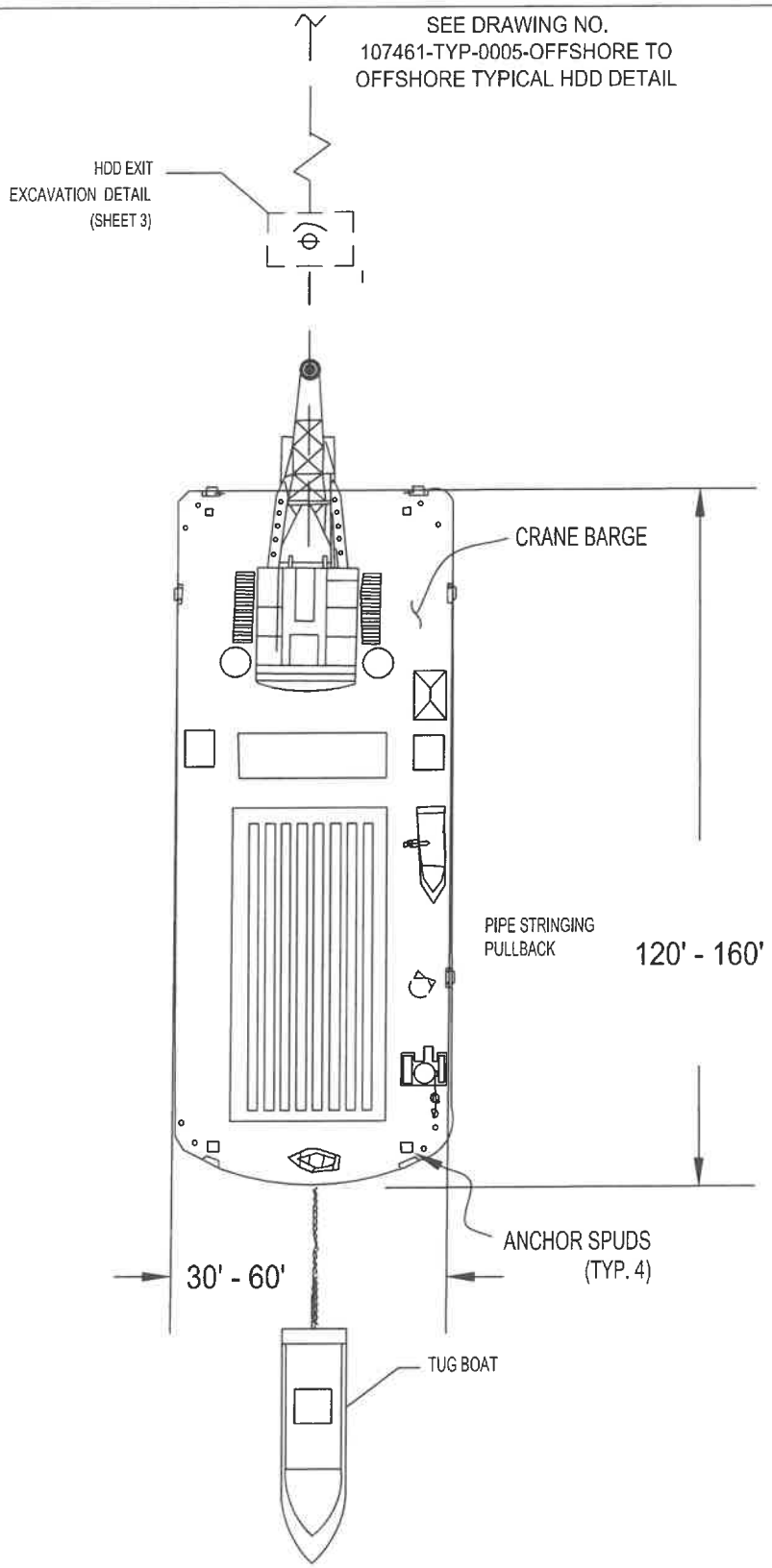
NO.	REVISIONS	DATE	BY	CHK.	APPR.
A	ISSUED FOR REVIEW	01/24/25	JAT	PAC	*
B	ISSUED FOR PERMIT	08/22/25	WH	PAC	*

DRAWN BY	JAT
CHECKED BY	PAC
APPROVED BY	*
PROJECT MANAGER	*
SCALE: NTS	*
SHEET	1 OF 3

MBTC Pipeline

HDD TYPICAL SUPPORT BARGE SETUP DETAIL

PROJECT NUMBER	DRAWING NUMBER	REV.
05.107461.0000	107461-TYP-0006	B



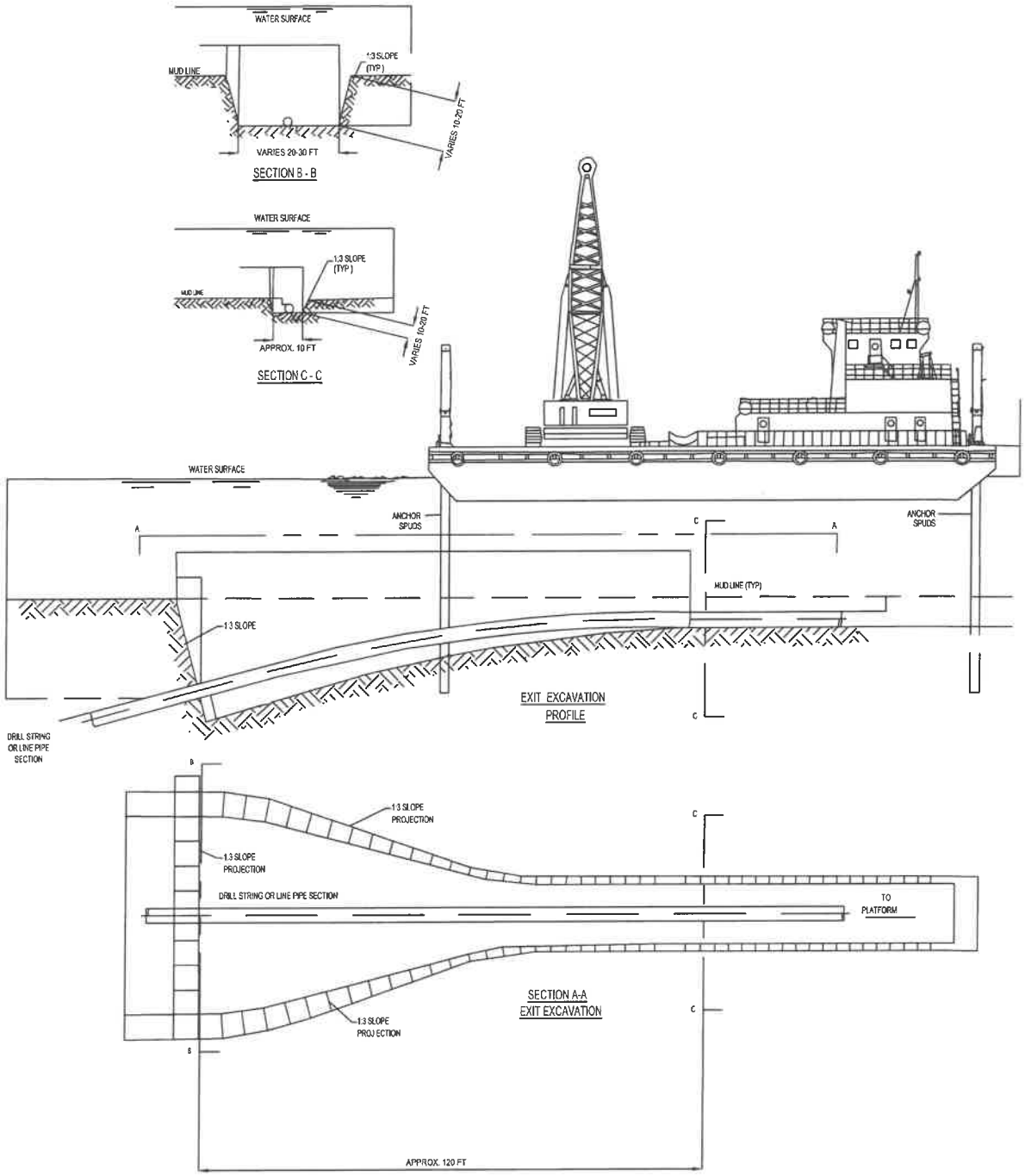
NO.	DESCRIPTION	DATE	BY	CHK.	APPR.
A	ISSUED FOR REVIEW	01/24/25	JAT	PAC	*
B	ISSUED FOR PERMIT	08/22/25	WH	PAC	*
					*

DRAWN BY	JAT
CHECKED BY	PAC
APPROVED BY	*
PROJECT MANAGER	*
SCALE: NTS	*
SHEET	2 OF 3

MBTC Pipeline

HDD EXIT TYPICAL SUPPORT
BARGE SETUP DETAIL

PROJECT NUMBER	DRAWING NUMBER	REV
05.107461.0000	107461-TYP-0006	B



REVISIONS					
A	ISSUED FOR REVIEW	01/24/25	JAT	PAC	*
B	ISSUED FOR PERMIT	08/22/25	WH	PAC	*
NO.	DESCRIPTION	DATE	BY	CHK.	APPR.

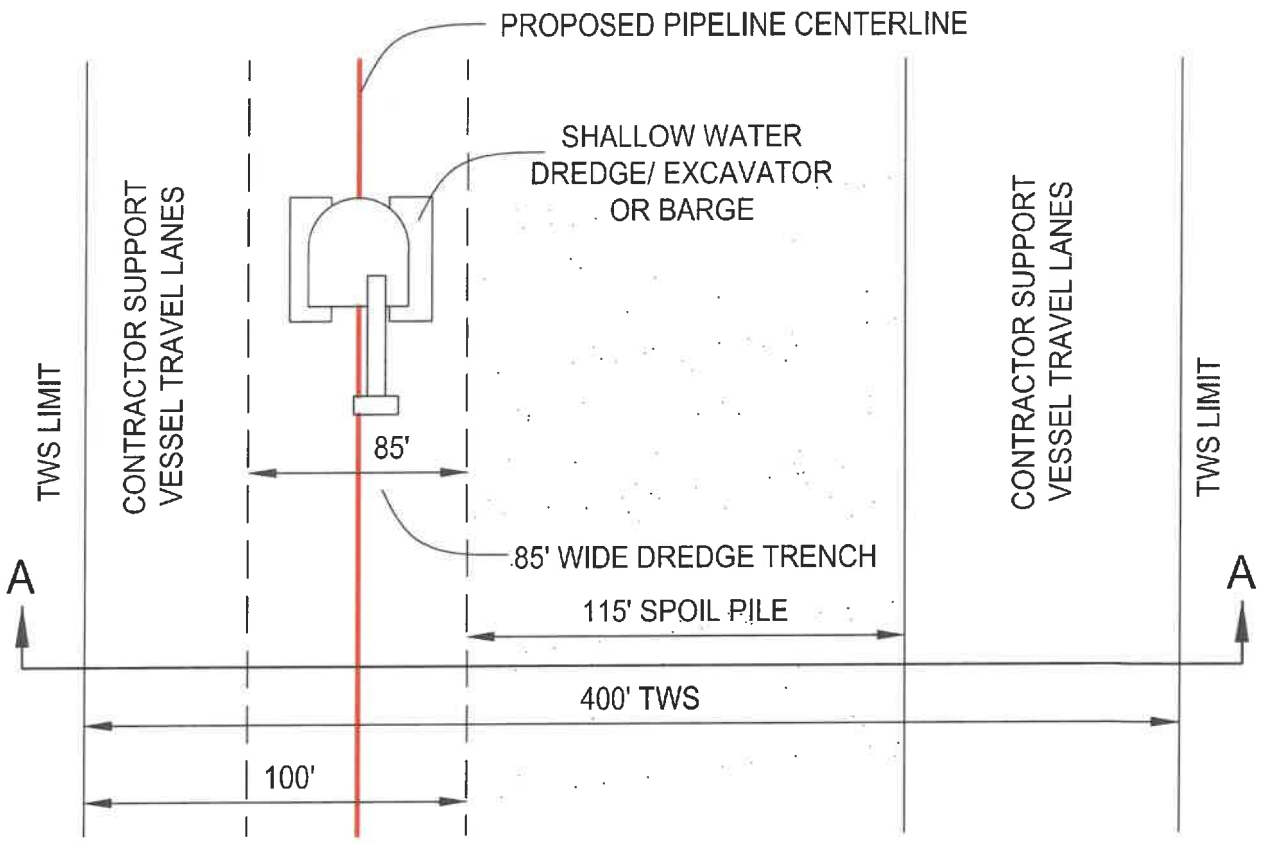
DRAWN BY	JAT
CHECKED BY	PAC
APPROVED BY	*
PROJECT MANAGER	*
SCALE: NTS	*
SHEET	3 OF 3

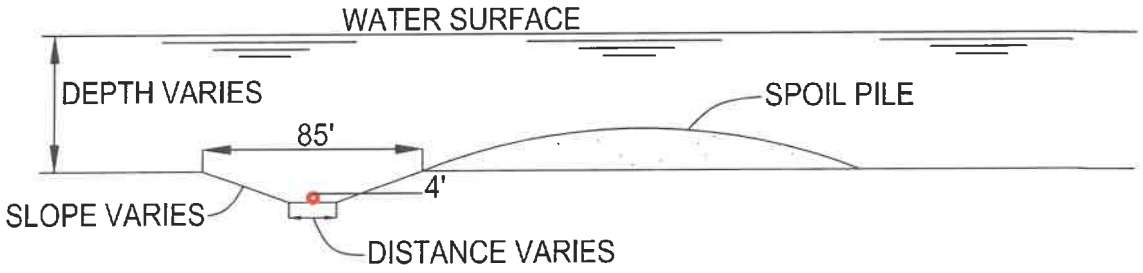
MBTC Pipeline

HDD EXIT TYPICAL SUPPORT BARGE SETUP DETAIL

PROJECT NUMBER	DRAWING NUMBER	REV.
05.107461.0000	107461-TYP-0006	B

TYPICAL SHALLOW WATER DREDGE





SECTION A-A

NOTES:

-SHALLOW WATER DREDGE TO BE USED WHERE BARGE WITH JET SLED CANNOT TRAVERSE DUE TO SHALLOW WATER CONDITIONS.
-ANTICIPATED TO BE NEEDED FOR THE SHORE APPROACH TO TEXAS CITY LEVEE. TOTALING APPROXIMATELY 3000 LINEAR FEET SEAWARD FROM THE SHORELINE.

REVISIONS					
NO.	DESCRIPTION	DATE	BY	CHK.	APPR.
A	ISSUED FOR REVIEW	08/05/25	CRS	PAC	*
B	ISSUED FOR PERMIT	08/22/25	WH	PAC	*

DRAWN BY	CRS
CHECKED BY	PAC
APPROVED BY	*
PROJECT MANAGER	*
SCALE: NTS	*
SHEET	1 OF 1

MBTC Pipeline

SHALLOW WATER DREDGE DETAIL

PROJECT NUMBER 05.107461.0000 | DRAWING NUMBER 107461-TYP-0008 | REV B

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*37.

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

Consideration of approval of a Texas City Hurricane Levee permit number TCSW-26-385 to install one 12” natural gas pipeline over the Texas City Hurricane Levee near Dike Rd submitted by the County Engineer

Approval History

Seq #	Approver	Action	Action Date
1	Michael Shannon	Approve	5/28/26 4:04 pm
2	Veronica Van Horn	Approve	5/28/26 4:25 pm
3	Dianna Martinez	Approve	6/1/26 2:43 pm

PERMIT TO INSTALL A 12” NATURAL GAS PIPELINE CROSSING ON THE TEXAS CITY HURRICANE LEVEE NEAR DIKE ROAD.
(29.389472, -94.887526).

To Applicant: Houston Pipe Line Company LP
1300 Main Street
Houston, TX 77002
Attn: Stephen Ross

PERMIT NUMBER: TCSW-26-385

Dear Applicant:

You are hereby granted authority to install one 12” natural gas pipeline over the Texas City Hurricane Levee near Dike Rd. as shown on drawings in Exhibit A.

Your authority is granted under the following terms, limitations and conditions.

1. Your use of the Permitted Premises is limited to the construction activity, limits and conditions as approved in the 408 permit 408-SWG-2025-0040 associated with regulatory permit SWG-2024-00786 issued by the United States Army Corps of Engineers (USACE) Exhibit A. Areas affected by your activities shall be restored to existing or better conditions. Any other use of the Permitted Premises will automatically revoke this Permit.

2. The County does not guarantee or warrant in any capacity that it owns the Permitted Premises or the adjacent levee in fee simple absolute. This permit is effective only insofar as the rights of the County in the Permitted Premises are concerned. You must obtain such permission or authorization as may be necessary on account of any other existing rights by separate negotiations.

3. The County does not warrant in any manner that any portion of Hurricane Levee is suitable for the permitted purposes.

4. This Permit is being given exclusively to you. It is your responsibility to notify any of your employees, representatives, associates, contractors or sub-contractors of the terms and conditions of this permit. It is also your responsibility to ensure that any such person or entities acting on your behalf also abide by the conditions of this permit. You

will be responsible for any damage caused by any of your employees, representatives, associates, contractors or sub-contractors.

5. Any matters relating to this permit shall be addressed to Michael Shannon, Galveston County Engineer at 722 Moody, Galveston, TX 77550, 409.770.5453, michael.shannon@co.galveston.tx.us.

6. The County may permit parties other than you to have use of the Permitted Premises during the permitted period. We will attempt to provide you with the names of such other permitted parties.

7. You are fully responsible for all matters pertaining to traffic regulation, safety and control on all areas of the Permitted Premises attributed to your operations.

8. Your operations will be performed without cost or expense to the County.

9. You agree to be responsible for all damages to the levee and levee roadway caused by your vehicles, equipment or operations or by vehicle, equipment or operations of others acting on your behalf.

10. You will settle, to the County's satisfaction, all claims, damages, demands and causes of action related to the Permitted Premises and levee right-of-way including the levee drainage system, pump station and levee road resulting from your operations or the operations of others acting on your behalf in an expedient manner.

11. You will execute and have your surety execute the attached bond in the amount of $100,000.00 with the issuance date being the effective date of the permit. The surety bond shall remain in effect for one year, unless the County releases it sooner.

12. The County or its consultant will make all inspections and submit all claims for damages to you within a timely manner. If no damages are determined to have occurred by the County, your bond will be released.

13. Any use of the Permitted Premises, other than for the 12" natural gas pipeline requires a new permit and surety bond. The amount of the bond required will be renegotiated.

14. You shall furnish upon Issuance date to the County a copy of your current Certificate of Liability Insurance coverage, insuring against damages, and damages to the person or property of third parties that are caused by vehicles, equipment or your operations; such third party general liability being with bodily injury limits not less than $250,000 per person, and $500,000 per accident, and property damage limits of not less than $100,000 per accident. Galveston County must be named additional insured on the policy.

15. **YOU AGREE TO PROTECT, INDEMNIFY, DEFEND AND HOLD THE COUNTY OF GALVESTON HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OF DAMAGE TO PERSONS OR PROPERTY OCCURRING OR IN ANY WAY ARISING OUT OF OPERATIONS UNDER THIS PERMIT.**

16. You agree to these conditions by signing below.

Dated this _____day of _____, 2026.

COUNTY OF GALVESTON,

By: _____
Mark Henry, County Judge

ATTEST:

By: _____
Dwight D. Sullivan, County Clerk

Houston Pipe Line Company LP
By: HPL GP, LLC, its general partner

By: _____
Kevin Taliaferro, Sr. Director - Land & Right of Way

EXHIBIT A

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, GALVESTON DISTRICT
2000 FORT POINT RD
GALVESTON, TEXAS 77550

March 30, 2026

Central Branch

SUBJECT: Permit No. SWG-2024-00786; Nationwide Permit Verification

Stephen Ross
Houston Pipe Line, LP
1300 Main Street
Houston, Texas 77002
Sent via email to: Stephen.Ross@energytransfer.com

Dear Mr. Ross:

This is in reference to your request, dated June 30, 2025, submitted on your behalf by EXP Energy Services, Inc., to construct 1.86 miles of 12-inch diameter natural gas pipeline across the Texas City Ship Channel from the intersection of Bay Street North and 3rd Avenue to 0.69-mile northeast of the intersection of Dock Road and Industrial Canal Road. The pipeline will be installed by open cut trenching and horizontal directional drilling (HDD) at a depth of -138 feet below the mean lower low water (MLLW) of the Texas City Ship Channel. The applicant proposes to temporarily impact 0.27-acre of palustrine emergent (PEM) wetlands by open cut trenching for the placement of the pipeline. All temporarily impacted areas will be restored to pre-construction contours upon project completion. The project site is located in the Texas City Ship Channel, beginning at the intersection of Bay Street North and 3rd Avenue and ending 0.69-mile northeast of the intersection of Dock Road and Industrial Canal Road, in Texas City, Galveston County, Texas.

This action is subject to Executive Order 14156, "Declaring a National Energy Emergency" issued 20 January 2025. As such, the permit review has been expedited using emergency regulations.

This request is verified by Nationwide Permit (NWP) 12 pursuant to Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act of 1899. This NWP verification is valid provided the activity is compliant with the enclosed plans, in 7 sheets. In addition, the activity must be in compliance with the NWP General/Regional Conditions, Section 401 Water Quality Certification, and the Coastal Management Program, which can be found at: https://www.swg.usace.army.mil/Missions/Regulatory/Permits/Nationwide-General-Permits/, a hard copy can be provided to you upon request.

NWP 12. Oil or Natural Gas Pipeline Activities: Authorizes activities required for the construction, maintenance, repair, and removal of oil and natural gas pipelines and associated facilities in waters of the United States.

The NWP verification is valid until the NWP is modified, reissued, or revoked. The subject NWPs authorized in 2026 are scheduled to be modified, reissued, or revoked prior to March 15, 2031. It is incumbent upon you to remain informed of changes to the NWPs. We will issue a public notice when the NWPs are reissued. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant NWP is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP.

Also enclosed is a copy of the authorization for work pursuant to Section 14 of the Rivers and Harbors Act of 1899, 33 USC 408 (Section 408). This evaluation was performed in accordance with Engineer Circular (EC) 1165-2-216. This authorization for work under Section 408 is valid for five years from the date of the enclosed letter, unless the Galveston District determines new information warrants a revision prior to the expiration date. If you have any questions regarding your Section 408 authorization, please reference 408-SWG-2025-0040 and contact the Operations Acting Land Use Coordinator, Mr. Aron Edwards at (409) 766-3028 or by email at Aron.S.Edwards@usace.army.mil or Section 408 Coordinator, Ms. Charlene Harry at (409) 766-3865 or by email at Charlene.Y.Harry@usace.army.mil.

This verification does not address nor include any consideration for geographic jurisdiction on aquatic resources and shall not be interpreted as such. If you have any questions, please contact Zechariah Tur by telephone at 409-766-3974 or by electronic mail (email) Zechariah.J.Turk@USACE.Army.Mil. Please notify the Chief of the Compliance Branch in the Galveston District Regulatory Division in writing by email at CESWGRegulatoryInbox@USACE.Army.Mil, upon completion of the authorized project.

FOR THE DISTRICT COMMANDER:

K. Marie Taylor
Leader, Central Branch

cc w/Encl.
Wayne Richardson, EXP Energy Services

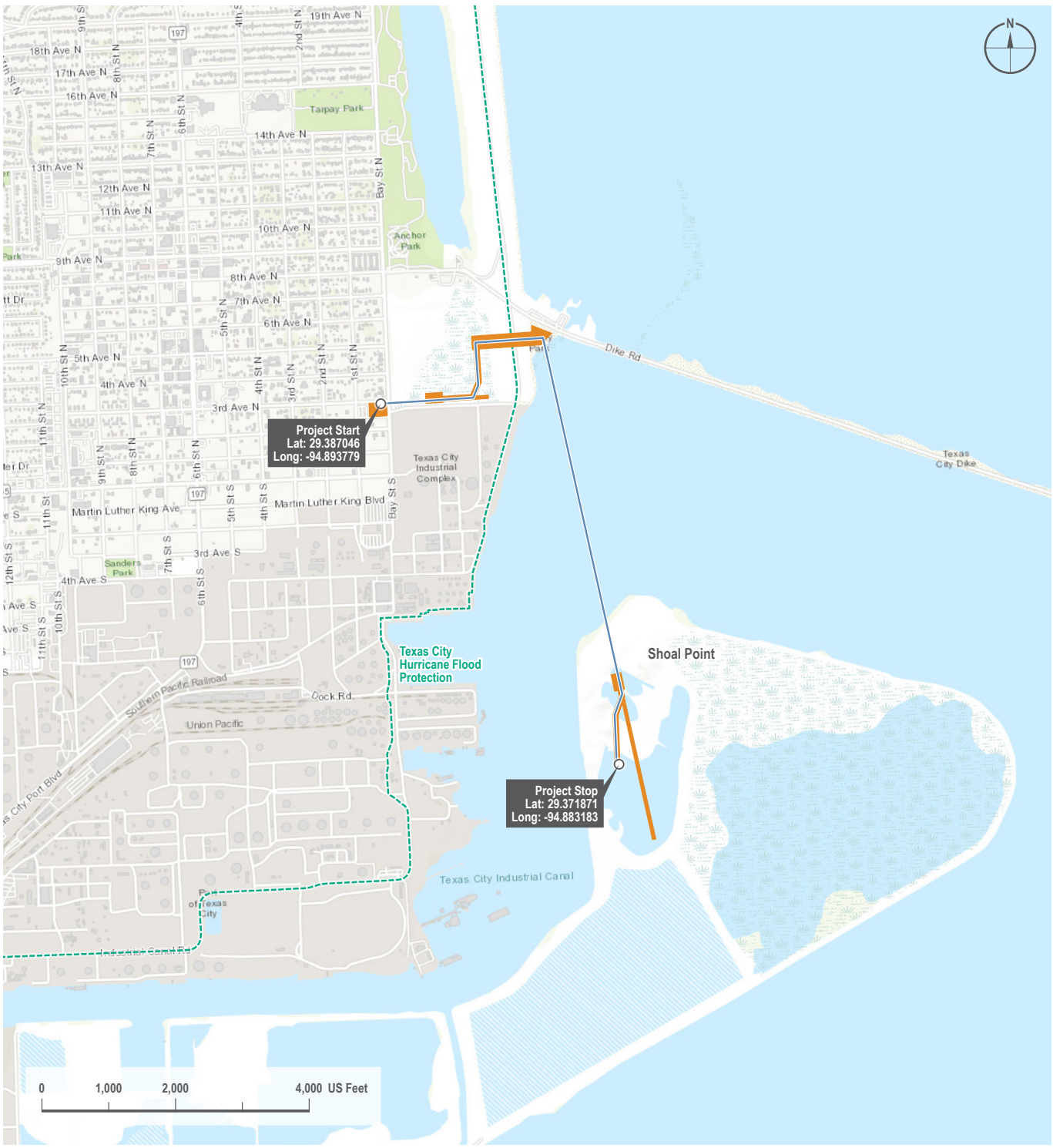
Eighth Coast Guard District, New Orleans, LA

National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS), Coast & Geodetic Survey, Silver Spring, MD

Texas Commission on Environmental Quality

Texas General Land Office

FIGURE 1 - PROJECT LOCATION MAP



VICINITY MAP



LEGEND

- Proposed Pipeline
- Proposed Project Workspace
- Texas City and Vicinity Hurricane Flood Protection (HFP)

PREPARED BY

EXP Energy Services Inc.
t: +1 (713) 439-3600
11330 Clay Road, Suite 550
Houston, TX 77041
www.exp.com

HPL TEXAS CITY PIPELINE PROJECT

Client: ENERGY TRANSFER

REVISIONS

Date	Revised by	Checked by
2025-04-18	GS	WR
0 - Issued for Use		
Date:	Revised by:	Checked by:

DRAWING INFORMATION

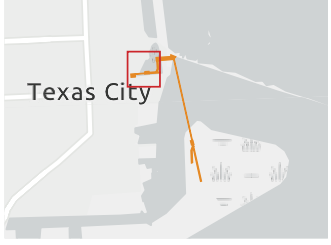
Scale: 1 : 24,000	Projection: TX St.Plane S. Central
Sheet: 1 of 1	Drawing Number: 1002-03-002

Path: G:\Projects\TAL-0000307\3-23 - ET - HPL Texas City Pipeline Project\0800_GEO\10_Mapping\02 Overview\03 Environmental\1002-03-002 Project Location Map\1002-03-002.aprx

FIGURE 5 - AERIAL PERMIT MAPS



VICINITY MAP



LEGEND

- Proposed HDD Entry/Exit
- Proposed Pipeline
- HDD Segment (Centerline)
- Permanant Easement
- Temporary Workspace
- Additional Temporary Workspace
- ESA
- Waterbody
- Wetland

PREPARED BY

EXP Energy Services Inc.
t: +1 (713) 439-3600
11330 Clay Road, Suite 550
Houston, TX 77041
www.exp.com

HPL TEXAS CITY PIPELINE PROJECT

Client: ENERGY TRANSFER

REVISIONS

Date:	Revised by:	Checked by:
2025-04-24	GS	WR

0 - Issued for Use

Date: Revised by: Checked by:

DRAWING INFORMATION

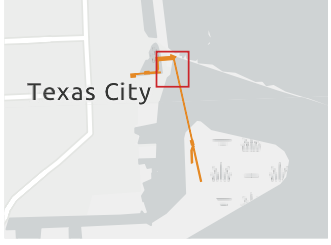
Scale: 1 : 3,000
Projection: TX St.Plane S. Central
Sheet: 1 of 5
Drawing Number: 1002-03-006

Path: G:\Projects\TAL-0003\373-23 - ET - HPL Texas City Pipeline Project\0800_GEO\10_Mapping\02 Overview\03 Environmental\1002-03-006 Aerial Permit Map\1002-03-006.aprx

FIGURE 5 - AERIAL PERMIT MAPS



VICINITY MAP



LEGEND

- Proposed HDD Entry/Exit
- Proposed Pipeline
- HDD Segment (Centerline)
- Mean High Water Line (MHWL)
- Texas City Hurricane Flood Protection Levee
- Permanant Easement
- Temporary Workspace
- Additional Temporary Workspace
- ESA
- Waterbody
- Wetland

PREPARED BY

EXP Energy Services Inc.
t: +1 (713) 439-3600
11330 Clay Road, Suite 550
Houston, TX 77041
www.exp.com

HPL TEXAS CITY PIPELINE PROJECT

Client: ENERGY TRANSFER

REVISIONS

Date	Revised by	Checked by
2025-04-24	GS	WR

0 - Issued for Use

Date: Revised by: Checked by:

DRAWING INFORMATION

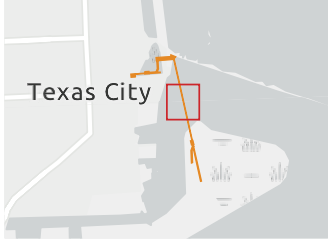
Scale: 1 : 3,000	Projection: TX St.Plane S. Central
Sheet: 2 of 5	Drawing Number: 1002-03-006

Path: G:\Projects\TAL-0003\373-23 - ET - HPL Texas City Pipeline Project\0800_GEO\10_Mapping\02 Overview\03 Environmental\1002-03-006 Aerial Permit Map\1002-03-006.aprx

FIGURE 5 - AERIAL PERMIT MAPS



VICINITY MAP



LEGEND

- Proposed HDD Entry/Exit
- Proposed Pipeline
- HDD Segment (Centerline)
- Permanant Easement
- Temporary Workspace
- Additional Temporary Workspace
- ESA
- Waterbody
- Wetland

PREPARED BY

EXP Energy Services Inc.
t: +1 (713) 439-3600
11330 Clay Road, Suite 550
Houston, TX 77041
www.exp.com

HPL TEXAS CITY PIPELINE PROJECT

Client: ENERGY TRANSFER

REVISIONS

Date	Revised by	Checked by
2025-04-24	GS	WR

0 - Issued for Use

Date: Revised by: Checked by:

DRAWING INFORMATION

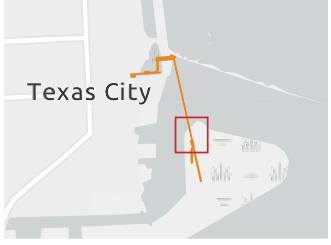
Scale: 1 : 3,000
Projection: TX St.Plane S. Central
Sheet: 3 of 5
Drawing Number: 1002-03-006

Path: G:\Projects\TAL-0003\373-23 - ET - HPL Texas City Pipeline Project\0800_GEO\10_Mapping\02 Overview\03 Environmental\1002-03-006 Aerial Permit Map\1002-03-006.aprx

FIGURE 5 - AERIAL PERMIT MAPS



VICINITY MAP



LEGEND

- Proposed HDD Entry/Exit
- Proposed Pipeline
- HDD Segment (Centerline)
- Mean High Water Line (MHWL)
- Permanant Easement
- Temporary Workspace
- Additional Temporary Workspace
- ESA
- Waterbody
- Wetland
- Approximate Dredged Material Placement Area

PREPARED BY

EXP Energy Services Inc.
t: +1 (713) 439-3600
11330 Clay Road, Suite 550
Houston, TX 77041
www.exp.com

HPL TEXAS CITY PIPELINE PROJECT

Client: ENERGY TRANSFER

REVISIONS

Date	Revised by	Checked by
2025-04-24	GS	WR

0 - Issued for Use

Date: Revised by: Checked by:

DRAWING INFORMATION

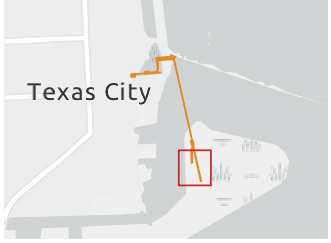
Scale: 1 : 3,000	Projection: TX St.Plane S. Central
Sheet: 4 of 5	Drawing Number: 1002-03-006

Path: G:\Projects\TAL-0003\373-23 - ET - HPL Texas City Pipeline Project\0800_GEO\10_Mapping\02 Overview\03 Environmental\1002-03-006 Aerial Permit Map\1002-03-006.aprx

FIGURE 5 - AERIAL PERMIT MAPS



VICINITY MAP



LEGEND

- Proposed HDD Entry/Exit
- Proposed Pipeline
- HDD Segment (Centerline)
- Permanant Easement
- Temporary Workspace
- Additional Temporary Workspace
- ESA
- Waterbody
- Wetland
- Approximate Dredged Material Placement Area

PREPARED BY

EXP Energy Services Inc.
t: +1 (713) 439-3600
11330 Clay Road, Suite 550
Houston, TX 77041
www.exp.com

HPL TEXAS CITY PIPELINE PROJECT

Client: ENERGY TRANSFER

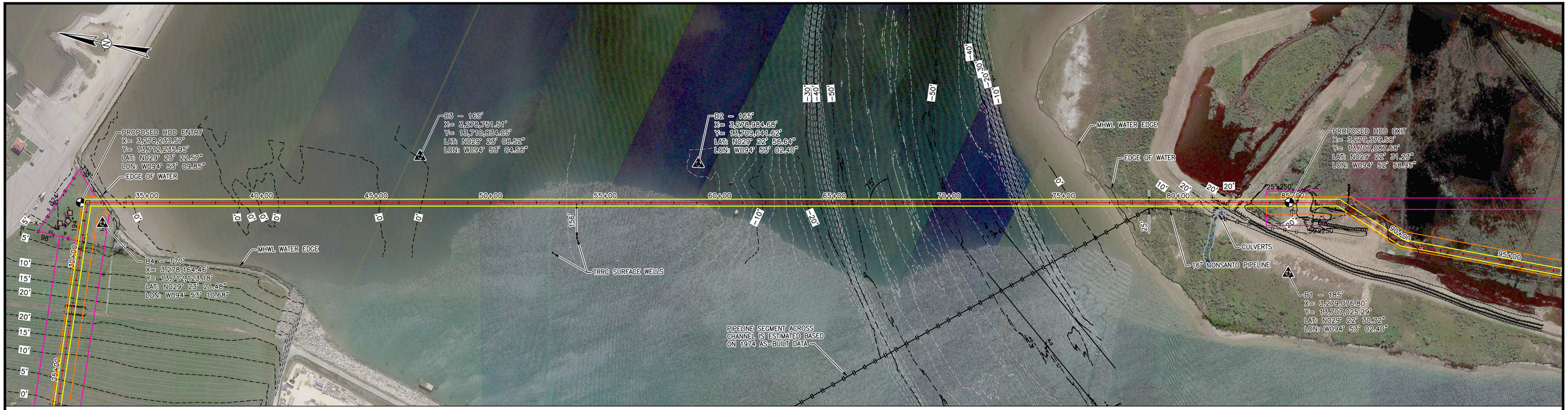
REVISIONS

Date	Revised by	Checked by
2025-04-24	GS	WR
0 - Issued for Use		
Date:	Revised by:	Checked by:

DRAWING INFORMATION

Scale: 1 : 3,000	Projection: TX St.Plane S. Central
Sheet: 5 of 5	Drawing Number: 1002-03-006

Path: G:\Projects\TAL-0003\373-23 - ET - HPL Texas City Pipeline Project\60800_GEO\10_Mapping\02 Overview\03 Environmental\1002-03-006 Aerial Permit Map\1002-03-006.aprx

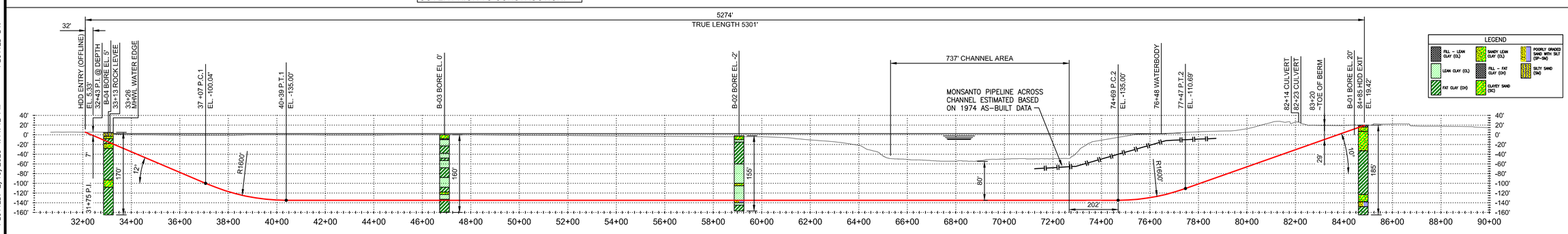


NOTES:
1. SURVEY PROVIDED BY OPEN RANGE FIELD SERVICES, 10/14/2024
2. BASIN CHANNEL DEPTHS FROM USACE HYDROGPAHIC MAPS, NOVEMBER 2023.

NOTE: CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL FOREIGN PIPELINE & CABLE CROSSINGS AND COVER PRIOR TO CONSTRUCTION.

PLAN
SCALE: 1"= 200'

200' 0 200'
SCALE



PROFILE
HORIZONTAL SCALE: 1"= 200'
VERTICAL SCALE: 1"= 100'

SPECIFICATIONS:

- CARRIER PIPE: 12.75" O.D. X 0.438" W.T. X52, API 5L PSL 2 SMLS, W/ 14-16 MILS FBE AND 25-30 MILS ARO
- HYDROSTATIC 4 HOUR PRE-TEST PRESSURE: 1800 PSIG MIN. - 2000 PSIG MAX.
- DESIGN PRESSURE: MAOP 1440 PSIG
- DESIGN FACTOR: 0.50

TOLERANCES:

MINIMUM ALLOWABLE RADIUS OF 1200 FT FOR 3 OR 4 JOINT AVERAGE (BETWEEN 75 TO 100 FT)
- ENTRY POINT - SHALL BE AT DESIGNED POSITION
- EXIT POINT - SHALL BE NO MORE THAN 10' FROM DESIGNED CENTERLINE
- LENGTH OF PILOT HOLE SHALL NOT BE SHORTER THAN DESIGNED
- VERTICAL POSITION OF BOREHOLE SHALL NOT BE SHALLOWER THAN DESIGN PROFILE WITHOUT PRIOR APPROVAL.
- HORIZONTAL POSITION OF BOREHOLE CENTERLINE SHALL BE WITHIN 10' OF PROPOSED CENTERLINE

GENERAL NOTES:

1) GRID PROJECTION BASED UPON TEXAS STATE PLANE, SOUTH CENTRAL ZONE (GRID UNITS IN FEET) GEODETIC DATUM: NAD 1983.
2) CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL FOREIGN PIPELINE CROSSINGS AND COVER PRIOR TO CONSTRUCTION.
3) CONTRACTOR TO PROVIDE PILOT HOLE INFORMATION TO COMPANY FOR APPROVAL PRIOR TO COMMENCEMENT OF REAMING.
4) CONTRACTOR TO PROVIDE AS-BUILT DRAWING AND INFORMATION WITHIN 10 DAYS FROM BOREHOLE COMPLETION AND SHALL INCLUDE THE FOLLOWING AT A MINIMUM:
   - CAD (2017 OR HIGHER) AND PDF FILE OF PIPING PLAN AND PROFILE
   - TABLE OF PILOT HOLE DATA USED TO CREATE PLAN AND PROFILE DRAWINGS
5) REFERENCE THE TERRACON GEOTECHNICAL REPORT FOR DETAILS, SOILS REPORT - 91245019 - BORING LOGS.
6) SCALES DENOTED IN THIS DRAWING ARE BASED UPON AN ARCH D (36"X24") PAPER SIZE.

CONTRACTOR HDD PLAN NOTES:

CONTRACTOR'S PROPOSED HDD PLAN AND ANY OF ITS SUBCONTRACTORS, VENDORS, OR SUPPLIERS UTILIZED TO PERFORM HORIZONTAL DIRECTIONAL DRILLS SHALL BE SUBMITTED TO COMPANY FOR APPROVAL A MINIMUM OF 30 DAYS PRIOR TO START OF DRILLING OPERATIONS. PLAN SHALL INCLUDE AT MINIMUM AND SHALL MEET COMPANY HDD SPECIFICATION IF APPLICABLE:
- CONTRACTORS' SITE SPECIFIC BORE PLAN AND PROFILE, SHOWING FOREIGN PIPELINES AND UTILITIES WITH FIELD VERIFIED ELEVATIONS, TOP OF BORE SEPARATION FROM UNDERGROUND UTILITIES, ROADS AND OTHER FEATURES, PLANNED MINIMUM DRILL RADIUS WITH PC AND PT POINTS
- CONTRACTORS EQUIPMENT AND SITE LAYOUT
- DRILLING PLAN AT A MINIMUM TO INCLUDE THE FOLLOWING: PILOT HOLE DRILL TOLERANCES, ANTICIPATED DOWN HOLE PRESSURE RANGE, EXPECTED PILOT AND REAMING PROCESS, EXPECTED PULL LOADS, SAFETY, GUIDANCE SYSTEM, CONTINGENCY PLANS, INADVERTENT RETURNS PLAN WITH NOTIFICATION PROCEDURES
- DRILLING CONTRACTOR SHALL PERFORM HYDROFRACTURE ANALYSIS WITH THEIR MEANS AND METHODS TO ENSURE MINIMUM SAFETY FACTOR OF 2 FOR SURFACE RELEASES.
- DRILLING FLUID AND POTENTIAL ADDITIVES (PROVIDE MSDS), MUST BE PROVIDED TO AND APPROVED BY COMPANY PRIOR TO MOBILIZATION. PROPOSED DISPOSAL OF DRILLING MUD LOCATION MUST BE APPROVED BY COMPANY PRIOR TO DISPOSAL. ALL PROPOSED FLUID ADDITIVES MUST BE COMPLIANT WITH THE NSF/ANSI 60 - DRINKING WATER TREATMENT CHEMICALS - HEALTH EFFECTS.
- BREAKOVER PROFILE WITH MINIMUM RADIUS, PIPE SUPPORT EQUIPMENT LOCATION WITH PIPE ELEVATION (COMPANY WILL EVALUATE PIPE STRESS) AND MAXIMUM ROLLER SPACING
- WATER SOURCE TO BE PROVIDED BY CONTRACTOR AND APPROVED BY COMPANY PRIOR TO MOBILIZATION.

PRELIMINARY DESIGN

REFERENCE DRAWINGS

AP-02 ALIGNMENT SHEET
AP-03 ALIGNMENT SHEET
AP-04 ALIGNMENT SHEET

REV	DESCRIPTION	BY	DATE	CHK'D	APP'D
E	ISSUED FOR REVIEW	KMA	02-12-25	JHR	JHR
D	ISSUED FOR REVIEW	KMA	01-26-25	JHR	JHR
C	ISSUED FOR REVIEW	KMA	01-14-25	JHR	JHR
B	ISSUED FOR REVIEW	KMA	10-21-24	JHR	JHR
A	ISSUED FOR REVIEW	KMA	10-04-24	NGR	JHR

FACILITY CODE OR ACCOUNT NO:
CONSTRUCTION YEAR:

	BY	DATE
DRAWN	KMA	10-04-24
CHECK	JHR	10-04-24
APPROVED		

SCALE: 1" = 200'

ENERGY TRANSFER

TEXAS CITY TO SHOAL POINT PIPELINE
HORIZONTAL DIRECTIONAL DRILL
TEXAS CITY TURNING BASIN CROSSING

TEXAS CITY, TEXAS

WBS NO.
C-24265-GL-21400001

OLD DRAWING NO.

DRAWING NO.
23173_C6000

REV. NO.
E

PROJECT CONSULTING SERVICES, LLC
TEXAS ENGINEERING REGISTRATION F-9516
3300 WEST ESPLANADE AVE. S., SUITE 500
METAIRIE, LA 70002-5908
(504) 833-5351 Fax (504) 833-4940
www.projectconsulting.com

PLOTTED BY: ----
PLOTTED: 2/10/2025 4:14:42 PM
FILENAME: C:\Users\kcosta\OneDrive - Project Consulting Services, Inc\Karen Workspace\23173_C6000.dwg
23173_C6000.DWG 16 KMA 02-10-25 16:08

DEPARTMENT OF THE ARMY
UNITED STATES ARMY CORPS OF ENGINEERS
GALVESTON DISTRICT
2000 FORT POINT ROAD
GALVESTON, TEXAS 77550

3/27/26

Mr. Stephen Ross
Project Manager
Houston Pipe Line, LP
1300 Main Street
Houston, Texas 77002

Dear Mr. Ross:

The Galveston District of the U.S. Army Corps of Engineers (USACE) has performed an evaluation of your Section 408 Application (408-SWG-2025-0040) dated June 12, 2025 that is associated with Regulatory Permit SWG-2024-00786, requesting Section 408 authorization to install 1.86 miles of 12-inch diameter natural gas pipeline beneath the Texas City Ship Channel from the intersection of Bay Street North and 3rd Avenue to 0.69-mile northeast of the intersection of Dock Road and Industrial Canal Road. The pipeline will be installed by horizontal directional drilling (HDD) at a depth of -138 feet Mean Lower Low Water (MLLW) beneath the Texas City Ship Channel and an Up and Over pipeline crossing of the Texas City Hurricane Flood Protection Levee. The project site is located in Texas City Ship Channel and across the Texas City Hurricane Flood Protection Levee, in Texas City, Galveston County, Texas. The Texas City Ship Channel and the Texas City Hurricane Flood Protection Levee are operated by the USACE. This evaluation has been performed pursuant to Section 14 of the Rivers and Harbors Act of 1899, 33 U.S.C. 408 (Section 408) and in accordance with Engineer Circular (EC) 1165-2-220.

Under Section 408, any proposed alteration of the Federal project must be evaluated for impacts to the project. Based on the review by my staff, I have determined that the proposed construction will not impair the usefulness of the Texas City Ship Channel, and is not injurious to the public interest, provided the Special Conditions listed below are utilized. The proposed work has been found to comply pursuant to my delegated authority under 33 U.S.C. 408 (Section 408).

My evaluation of the proposed work shall not be considered as an approval of the design features of any activity authorized, or an implication that such construction is considered adequate for the purpose intended. It does not authorize any damage to private property, invasion of private rights, or obviate the need for compliance with any federal, state, or local laws, regulations, or permitting requirements. This Section 408 evaluation, performed in accordance with Engineer Circular (EC) 1165-2-220, does not grant permission to begin construction on or access a Federal property. As the requestor, you shall be responsible for any damage or impacts to the Federal project resulting from this construction and will be required to expeditiously repair any damage according to USACE design.

This authorization for work under Section 408 is valid for five years from the date of this letter, unless the Galveston District determines new information warrants a revision prior to the expiration date.

The following site-specific conditions are made as limitations, restrictions, safety issues, or conditions to make the proposed use compatible with the operation of the project:

Texas City Ship Channel

1. Any United States Army Corps of Engineers (USACE) work or maintenance work will take precedence over the private activities authorized herein. Maintenance work information can be obtained from the Galveston Resident Office (409-908-5803).
2. Requestor shall notify the USACE thirty (30) days in advance and coordinate with John McLain, Area Engineer (409-370-3958) and Aron Edwards, Operations Acting Land Use Coordinator (409-766-3028), prior to commencement of work. Coordination to include, but is not limited to, scheduling pre-work and post-work on-site inspections. USACE may have personnel perform inspections during the construction to ensure compliance with this permission.
3. Requestor understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of any work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said remaining structures or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the grantee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
4. USACE personnel will have unrestricted access to the construction site.
5. It is understood that this permission is effective only insofar as it pertains to the property rights of the Government in the property.
6. USACE reserves the right to inspect the work at any time during the term of this authorization provided reasonable notice is given to Requestor.
7. If any previously unknown historic or archeological remains are discovered while accomplishing the activity authorized by this permit, you must immediately cease and desist and notify the USACE of what you have found. The USACE will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
8. Requestor shall notify the USACE thirty (30) days in advance and coordinate with the rights granted herein with John McLain, Area Engineer (281-464-1016) and Aron Edwards, Operations Acting Land Use Coordinator (409-766-3028), prior to commencement of activities. Coordination to include, but is not limited to, scheduling pre-work and post-work on-site inspections.
9. During installation of the pipeline, no work will be allowed to obstruct any navigation channels or impact any Federal properties. The Requestor shall be responsible for all damages that occur to the Federal project during work. The Requestor shall coordinate with the respective USCG office and Pilot organization to ensure project will not interfere with navigation.
    a. Surveys shall be submitted within fourteen (14) days of completing the installation activities authorized herein.
    b. Requestor shall provide pre- and post-work multi-beam bathymetric surveys of

the project site to John McLain, Area Engineer (281-464-1016 and Aron Edwards, Operations Acting Land Use Coordinator (409-766-3028).

10. After construction, the Requestor shall be responsible for ensuring that no material is left above pre-construction conditions.

11. The Requestor must perform a pre- and post-work multi-beam survey of the proposed construction area adjacent to the Texas City Ship Channel in Mean Lower Low Water (MLLW).

    a. Surveys shall be conducted by a certified or trained operator.

    b. The multi-beam survey shall extend from the entire project area to the centerline of the Texas City Ship Channel, between Stations 32+000 to 36+000.

    c. Surveys shall be submitted within thirty (30) days of completing the construction activities authorized herein.

    d. Requestor shall provide pre- and post-work multi-beam bathymetric surveys of the project site to John McLain, Area Engineer (281-464-1016) and Aron Edwards, Operations Acting Land Use Coordinator (409-766-3028).

12. After construction, the Requestor shall be responsible for ensuring that no material is left above pre-construction conditions.

13. The Requestor must submit to the Corps for its review and approval as-built drawings of the completed structures within ninety (90) days of project completion. The approved structure includes 737 feet of 12-inch diameter natural gas pipeline beneath the Texas City Ship Channel at a depth of -138 feet MLLW and an Up and Over pipeline crossing of the Texas City Hurricane Flood Protection Levee. Cadastral data and format requirements are as follows:

    a. All GIS data submissions should be provided to USACE as a compressed (.zip) file containing a geodatabase (.gdb) and/or shapefile (.shp) components.

        - Dataset must be a 3D line feature(s) and include z-values, or heights, to correctly locate themselves in 3D space. These objects must be modeled as 3D line features.
        - Dataset must have a horizontal projection in the coordinate system of NAD1983 State Plane Texas South Central US feet.
        - Dataset must have a defined vertical coordinate system for the feature class's z-values on the containing feature dataset provided in MLLW.

    b. The design data should consist of simple lines and polygons indicating the limits of the completed construction only. The coordinate system and datum that the drawing is currently in must be clearly shown.

    c. For CADD drawings, please ensure that all layers are properly named to describe that specific feature. If the layers are named using acronyms, we need a legend or shoe boxes with leader lines, identifying each feature class within the drawing. All areas must be created in real-world (model space) with an assigned coordinate system. Please do not send drawings with XREFs or reference files, insert all needed files or feature layers into one design file. Cut-sheet or plate layouts in CADD are not needed, however PDFs of proposed project plans and/or as-built are required for further review.

d. For GIS drawings, assign a proper name sequence to describe that specific feature or it can also be defined in the spatial data within the shape file.

e. To help keep file sizes to the minimum, imagery and USGS Quads do not need to be provided.

f. The projected coordinate system is:

(i.) Datum: North American 1983 (Survey Feet)
(ii.) Projection: State Plane
(iii.) Zone: Texas South Central

14. Requestor must obtain and comply with all Regulatory Permit requirements including but not limited to: Department of the Army Permit SWG-2024-00786, the requirements of which are incorporated herein by this reference that states that the subject pipelines must be placed beneath Texas City Ship Channel at a depth of -138 feet MLLW.

15. Requestor must obtain City of Texas City Planning and Engineering Department pipeline permit prior to commencement of construction.

16. All pipelines crossing Federal project channels shall be identified by signs in accordance with the following minimum requirements: The signs shall be placed at a minimum of fifty (50) feet beyond the beacon lines in bays and landlocked channels. The signs shall be placed on both sides of the channel. The signs shall be placed parallel to the channel and supported on two single piles with at least 2-inch butts with one on each side of the pipeline, and the signs shall have lettering of sufficient size that can be read easily from the center of the channel by a person with normal vision. The letters shall identify the company and provide the company's contact information

Texas City Hurricane Flood Protection Project

1. Any project property damaged or repaired as a result of the Requestor's activities under this permission shall be repaired or restored by, and at the expense of the Requestor in accordance with USACE requirements. These efforts may include embankment repairs and additional seeding or turfing.

2. USACE and Galveston County (contact Ms. Nancy Baher, Assistant County Engineer at 409-770-5556 or nancy.baher@co.galveston.tx.us) shall be invited to attend the pre-construction meeting for the proposed work,

3. USACE reserves the right to inspect the work at any time during the term of this authorization provided reasonable notice is given to Requestor.

4. USACE and Galveston County personnel will have unrestricted access to the work site.

5. At the end of construction, the Requestor shall restore all surfaces used for haul roads and staging areas to their condition prior to construction. Such restoration shall be at the Requestor's expense and shall include regrading, turfing, landscape repair, existing facilities repair and other work required to restore these areas to existing conditions or better than prior to the start of construction.

6. Any changes to the design or construction should be stamped by a professional engineer and submitted to the Galveston District for approval before execution

7. USACE and Galveston County shall be invited to attend the pre-construction meeting for the proposed work.

8. The Requestor should notify the Galveston District and Galveston County a minimum of 14 days prior to beginning construction. The Galveston District and Galveston County may have personnel perform inspections during the construction to ensure compliance with this permission.

9. The Galveston District and Galveston County shall be invited for a final inspection within 30 days of construction completion.

10. The Galveston District and Galveston County shall be provided with as-built drawings in PDF format within 60 days of construction completion.

11. Requestor shall adhere to the document titled “408-SWG-2025-0040-Houston Pipeline 408 Permit Application”, dated 12 June 2025.

If you have any questions or requests for additional information, please reference 408-SWG-2025-0040. For Navigation concerns contact the Operations Acting Land Use Coordinator, Mr. Aron Edwards, at (409) 766-3028. For Flood Risk Management concerns, please contact Ms. Charlene Harry at (409) 766-3865. Thank you for your continued coordination of efforts that impact an important federal project.

Sincerely,

KINMAN.BELYNDA.MARIA LUZ.1535155557

Digitally signed by KINMAN.BELYNDA.MARIA LUZ.1535155557
Date: 2026.03.27 12:35:17 -05'00'

Belynda Kinman
Chief, Operations Division

Cc: Nancy Baher, Galveston County

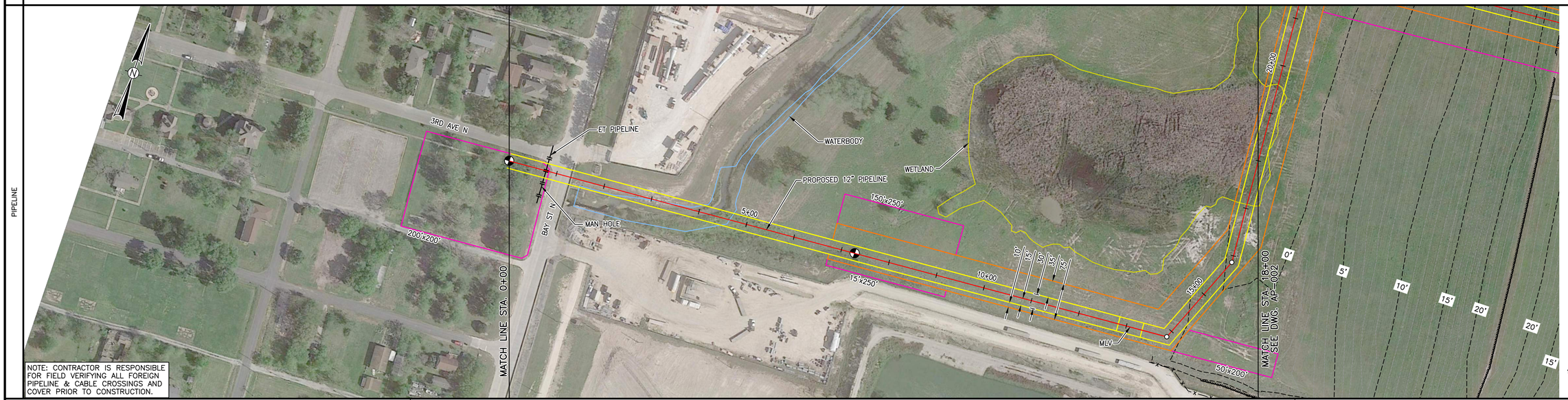
OWNERSHIP & TRACT NO.

RODDAGE

STATIONING

0+00 BEGIN STA.
0+00 HDD ENTRY
0+77 MANHOLE, 33.7' RT.
0+78 FOREIGN PIPELINE
3+24 WATERBODY (S1024GA002)
4+65 WATERBODY (S1024GA002)
7+28 HDD EXIT
12+83 SURFACE SITE
13+33 SURFACE SITE
13+85 P.I. < 63°53'14" LT.
15+86 P.I. < 26°28'59" LT.
17+08 WETLAND (W1024GA001)
18+00 MATCH LINE

PIPELINE



NOTE: CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL FOREIGN PIPELINE & CABLE CROSSINGS AND COVER PRIOR TO CONSTRUCTION.

HORIZONTAL DATUM: TEXAS STATE PLANE, SOUTH CENTRAL ZONE, U.S. FEET
COORDINATES: NAD 83
VERTICAL DATUM: NAVD 88
IMAGE: GOOGLE EARTH, DATED 4-7-2022

100' 0 100'
SCALE

CLASS LOCATION/DESIGN FACTOR: 1 / 0.72

M.A.O.P./HYDRO. TEST PRESS (P.S.I.G.): 1440 PSIG / TBD

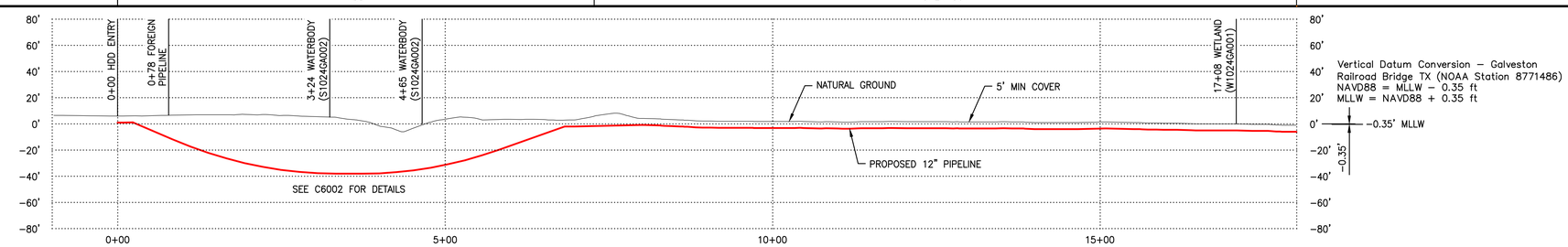
PIPE DETAIL

PRELIMINARY DESIGN

CONSTRUCTION METHOD: HDD | OPEN CUT

PROFILE

VERTICAL SCALE: 1"= 50'



Vertical Datum Conversion – Galveston
Railroad Bridge TX (NOAA Station 8771486)
NAVD88 = MLLW – 0.35 ft
MLLW = NAVD88 + 0.35 ft

-0.35' MLLW

-0.35'

LEGEND:
- PROPOSED PIPELINE
- PERMANENT R.O.W.
- TEMPORARY WORK SPACE
- ADDITIONAL TEMPORARY WORK SPACE

ENVIRONMENTAL LEGEND:
- WATERBODY
- WETLAND

MATERIAL SUMMARY

NO.	DESCRIPTION	QUANTITY

DWG. NO.	REFERENCE DRAWING TITLE
C6002	HORIZONTAL DIRECTIONAL DRILL, BAY ST. N AND WATERBODY CROSSING

NO.	REVISION – DESCRIPTION	BY	DATE	CHK'D	APP'D
C	ISSUED FOR REVIEW	KMA	11-19-25	JHR	JHR
B	ISSUED FOR REVIEW	KMA	2-11-25	JHR	JHR
A	ISSUED FOR REVIEW	KMA	1-14-25	JHR	JHR

Project Consulting Services, Inc.
TEXAS ENGINEERING REGISTRATION F-4614
3300 WEST ESPLANADE AVE., S., SUITE 500
METAIRIE, LA 70002-7606
(504) 833-5321 Fax (504) 833-4940
www.projectconsulting.com

P.L./STA. NO.

CONSTRUCTION YEAR:

	BY	DATE
DESIGN	JHR	
DRAWN	KMA	12-16-24
APPROVE		

FILE NO.

SCALE: 1"= 100'

TEXAS CITY TO SHOAL POINT PIPELINE
ALIGNMENT SHEET
MP 0.00 TO MP 0.34
STA. 0+00 TO STA. 18+00
GALVESTON, TEXAS

PROJECT NO.

PREVIOUS DWG. NO.

SHEET 1 OF 1

DWG. NO.
23173_C0001
SHEET 1 OF 1

C

11-19-25 13:14 7 KMA 23173_ALIGN_BASEMAP.DWG

698

OWNERSHIP & TRACT NO.

RODDAGE

STATIONING

18+00 MATCH LINE
19+61 WETLAND (W1024GA001)
22+27 P.I. < 90°00'00" RT.
23+50 TOE OF SLOPE
27+57 TOP OF SLOPE (LEVEE)
27+79 TOP OF SLOPE (LEVEE)
30+33 TOE OF SLOPE
30+68 FENCE
30+68 TREE PALM, 10.4' RT.
30+96 TREE PALM, 75.4' LT.
31+06 TREE PALM, 16.6' RT.
31+53 GAZEBO, 59.4' LT.
31+62 TREE PALM, 11.5' LT.
31+62 TREE PALM, 5.8' LT.
31+64 CONCRETE, 53.8' LT.
31+77 GAZEBO, 58.5' LT.
32+43 P.I. < 81°28'23" RT.
32+43 HDD ENTRY (OFFLINE)
33+13 LEVEE ROCK
33+26 HPL TEXAS CITY MHWL
33+29 WATERBODY EDGE
36+00 MATCH LINE

PIPELINE



HORIZONTAL DATUM: TEXAS STATE PLANE, SOUTH CENTRAL ZONE, U.S. FEET
COORDINATES: NAD 83
VERTICAL DATUM: NAD 88
IMAGE: GOOGLE EARTH, DATED 4-7-2022

100' 0 100'
SCALE

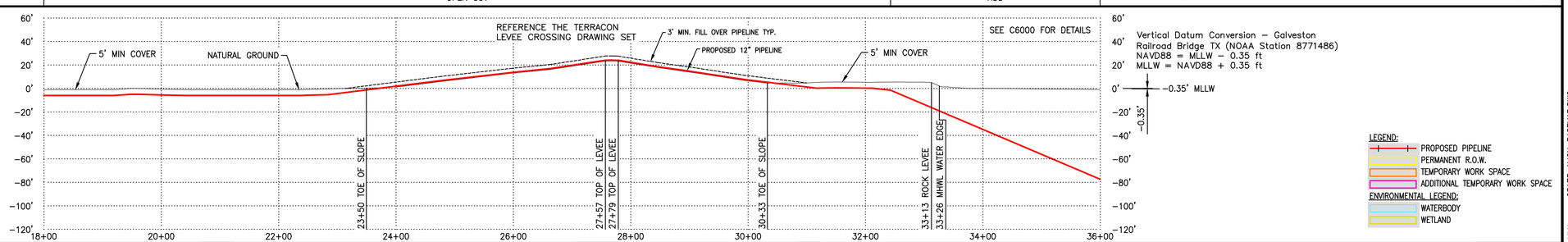
CLASS LOCATION/DESIGN FACTOR	1 / 0.72	
M.A.O.P./HYDRO. TEST PRESS (P.S.I.G.)	1440 PSIG / TBD	

PIPE DETAIL

PRELIMINARY DESIGN

CONSTRUCTION METHOD	OPEN CUT	HDD

PROFILE



MATERIAL SUMMARY

NO.	DESCRIPTION	QUANTITY

DWG. NO.	REFERENCE DRAWING TITLE
91245133	TEXAS CITY LEVEE CROSSING, TERRACON, SHT 1– 5
C6000	HORIZONTAL DIRECTIONAL DRILL, TEXAS CITY
	TURNING BASIN CROSSING

NO.	REVISION – DESCRIPTION	BY	DATE	CHK'D	APP'D
C	ISSUED FOR REVIEW	KMA	11-19-25	JHR	JHR
B	ISSUED FOR REVIEW	KMA	2-11-25	JHR	JHR
A	ISSUED FOR REVIEW	KMA	1-14-25	JHR	JHR

Project Consulting Services, Inc.
TEXAS ENGINEERING REGISTRATION F-6414
3300 WEST ESPLANADE AVE. S., SUITE 500
METAIRIE, LOUISIANA 70002
(504) 833-5331 Fax (504) 833-4940
www.projectconsulting.com

P.L./STA. NO.		
CONSTRUCTION YEAR:		
	BY	DATE
DESIGN	JHR	
DRAWN	KMA	12-16-24
APPROVE		
FILE NO.		
SCALE:	1"= 100'	

TEXAS CITY TO SHOAL POINT PIPELINE
ALIGNMENT SHEET
MP 0.34 TO MP 0.68
STA. 18+00 TO STA. 36+00
GALVESTON, TEXAS

PROJECT NO.

PREVIOUS DWG. NO.

SHEET 1 OF 1

DWG. NO.
23173_C0002

C

SHEET 1 OF 1

699

23173_ALIGN_BASEMAP.DWG 8 KMA 13:14 11-19-25

OWNERSHIP & TRACT NO.

RODDAGE

STATIONING

36+00 MATCH LINE

61+00 MATCH LINE

PIPELINE



NOTE: CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL FOREIGN PIPELINE & CABLE CROSSINGS AND COVER PRIOR TO CONSTRUCTION.

HORIZONTAL DATUM: TEXAS STATE PLANE, SOUTH CENTRAL ZONE, U.S. FEET
COORDINATES: NAD 83
VERTICAL DATUM: NAVD 88
IMAGE: GOOGLE EARTH, DATED 4-7-2022

100' 0 100'
SCALE

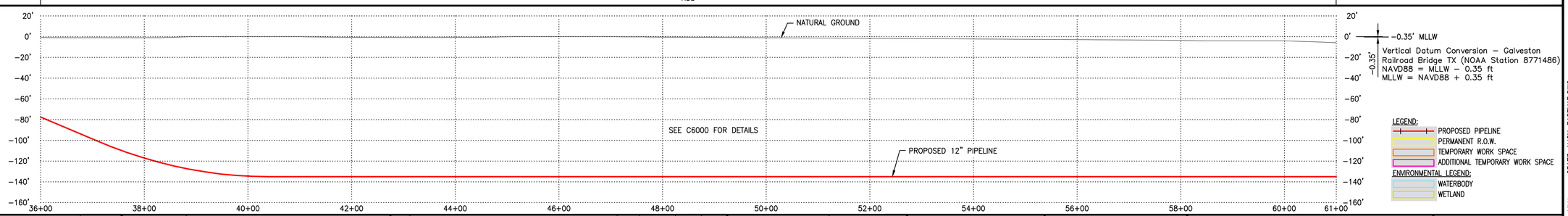
CLASS LOCATION/DESIGN FACTOR	1 / 0.72	
M.A.O.P./HYDRO. TEST PRESS (P.S.I.G.)	1440 PSIG / TBD	

PIPE DETAIL

PRELIMINARY DESIGN

CONSTRUCTION METHOD	HDD	

PROFILE



MATERIAL SUMMARY

NO.	DESCRIPTION	QUANTITY

DWG. NO.	REFERENCE DRAWING TITLE
C6000	HORIZONTAL DIRECTIONAL DRILL, TEXAS CITY TURNING BASIN CROSSING

NO.	REVISION – DESCRIPTION	BY	DATE	CHK'D	APP'D
C	ISSUED FOR REVIEW	KMA	11-19-25	JHR	JHR
B	ISSUED FOR REVIEW	KMA	2-11-25	JHR	JHR
A	ISSUED FOR REVIEW	KMA	1-14-25	JHR	JHR

Project Consulting Services, Inc.
TEXAS ENGINEERING DESIGNATION F-6314
3300 WEST ESPLANADE AVE. S., SUITE 300
METAIRIE, LA 70002-7408
(504) 833-5321 Fax (504) 833-4940
www.projectconsulting.com

P.L./STA. NO.

CONSTRUCTION YEAR:

	BY	DATE
DESIGN	JHR	
DRAWN	KMA	12-16-24
APPROVE		

FILE NO.

SCALE: 1"= 100'

TEXAS CITY TO SHOAL POINT PIPELINE
ALIGNMENT SHEET
MP 0.68 TO MP 1.16
STA. 36+00 TO STA. 61+00
GALVESTON, TEXAS

PROJECT NO.

PREVIOUS DWG. NO.

SHEET 1 OF 1

DWG. NO.
23173_C0003
SHEET 1 OF 1

C

11-19-25 13:14 7 KMA 23173_ALIGN_BASEMAP.DWG

700

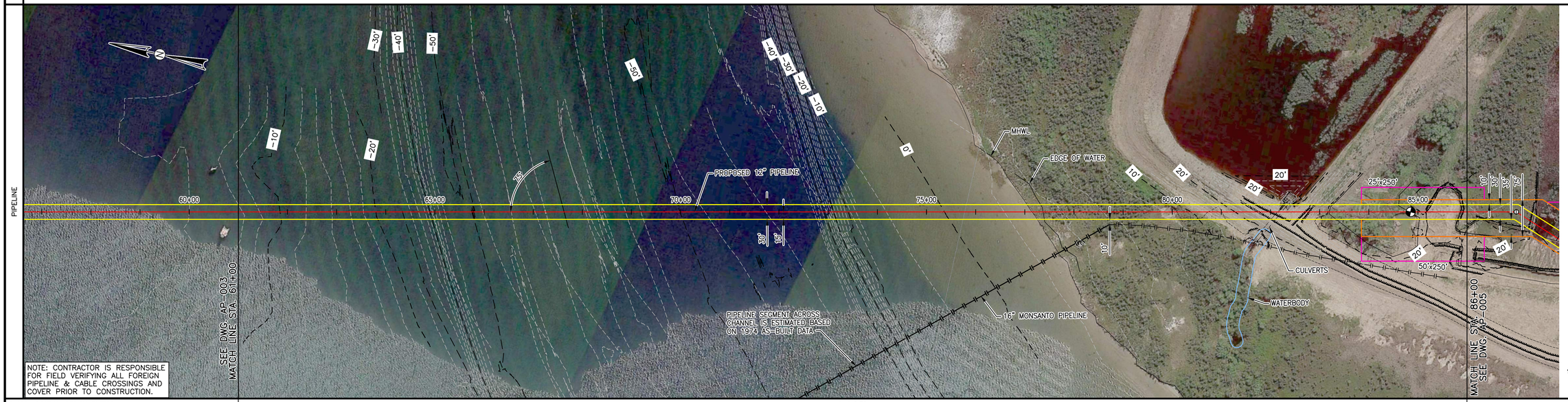
OWNERSHIP & TRACT NO.

RODDAGE

STATIONING

61+00 MATCH LINE
64+34 ~EDGE OF CHANNEL
67+63 ~C/L CHANNEL
73+62 ~EDGE OF CHANNEL
77+15 HPL TEXAS CITY MHWL
77+37 WATERBODY EDGE
78+73 16" MONSANTO PIPELINE, 25.3' RT.
80+09 TOE OF SLOPE
80+73 TOE OF SLOPE
81+00 TOE OF SLOPE
81+79 TOP OF SLOPE
82+04 TOP OF SLOPE
82+14 CULVERT
82+23 CULVERT
82+68 TOP OF SLOPE
82+81 TOP OF SLOPE
83+20 TOP OF SLOPE
83+20 WATERBODY EDGE
84+83 WATERBODY EDGE
84+85 HDD EXIT
85+17 TOP OF SLOPE
85+17 WATERBODY EDGE
85+86 WATERBODY EDGE
85+89 TOP OF SLOPE
86+00 MATCH LINE

PIPELINE



NOTE: CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL FOREIGN PIPELINE & CABLE CROSSINGS AND COVER PRIOR TO CONSTRUCTION.

HORIZONTAL DATUM: TEXAS STATE PLANE, SOUTH CENTRAL ZONE, U.S. FEET
COORDINATES: NAD 83
VERTICAL DATUM: NAVD 88
IMAGE: GOOGLE EARTH, DATED 4-7-2022

100' 0 100'
SCALE

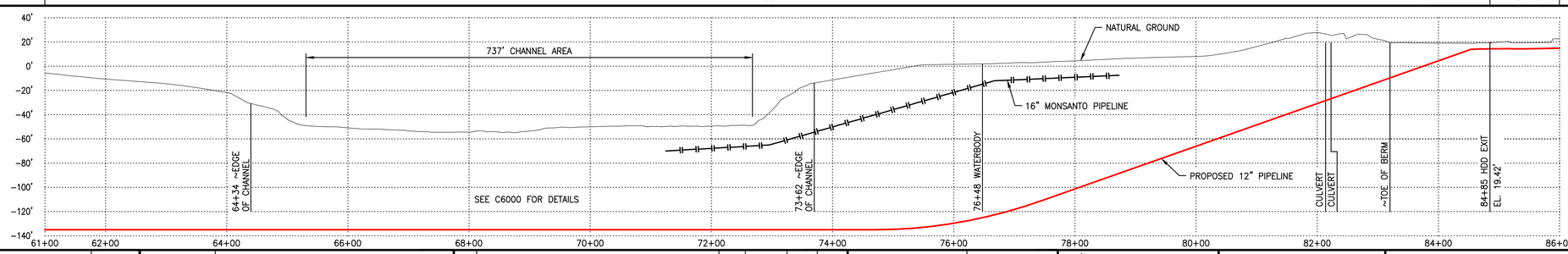
CLASS LOCATION/DESIGN FACTOR	1 / 0.72
M.A.O.P./HYDRO. TEST PRESS (P.S.I.G.)	1440 PSIG / TBD

PIPE DETAIL

PRELIMINARY DESIGN

CONSTRUCTION METHOD	HDD	OPEN CUT

PROFILE



-0.35' MLLW
Vertical Datum Conversion – Galveston Railroad Bridge TX (NOAA Station 8771486)
NAVD88 = MLLW – 0.35 ft
MLLW = NAVD88 + 0.35 ft

LEGEND:
- PROPOSED PIPELINE
- PERMANENT R.O.W.
- TEMPORARY WORK SPACE
- ADDITIONAL TEMPORARY WORK SPACE

ENVIRONMENTAL LEGEND:
- WATERBODY
- WETLAND

MATERIAL SUMMARY

NO.	DESCRIPTION	QUANTITY

DWG. NO.	REFERENCE DRAWING TITLE
C6000	HORIZONTAL DIRECTIONAL DRILL, TEXAS CITY TURNING BASIN CROSSING

NO.	REVISION – DESCRIPTION	BY	DATE	CHK'D	APP'D
C	ISSUED FOR REVIEW	KMA	11-19-25	JHR	JHR
B	ISSUED FOR REVIEW	KMA	2-11-25	JHR	JHR
A	ISSUED FOR REVIEW	KMA	1-14-25	JHR	JHR

Project Consulting Services, Inc.
TEXAS ENGINEERING REGISTRATION F-6314
3300 WEST ESPLANADE AVE. N., SUITE 500
METAIRIE, LA 70002-7400
(504) 833-5321 Fax (504) 833-4940
www.projectconsulting.com

P.L./STA. NO.

CONSTRUCTION YEAR:

	BY	DATE
DESIGN	JHR	
DRAWN	KMA	12-16-24
APPROVE		

FILE NO.

SCALE: 1"= 100'

TEXAS CITY TO SHOAL POINT PIPELINE
ALIGNMENT SHEET
MP 1.15 TO MP 1.63
STA. 61+00 TO STA. 86+00
GALVESTON, TEXAS

PROJECT NO.

PREVIOUS DWG. NO.

SHEET 1 OF 1

DWG. NO.
23173_C0004
SHEET 1 OF 1

C

11-19-25 13:15 8 KMA 23173_ALIGN_BASEMAP.DWG

701

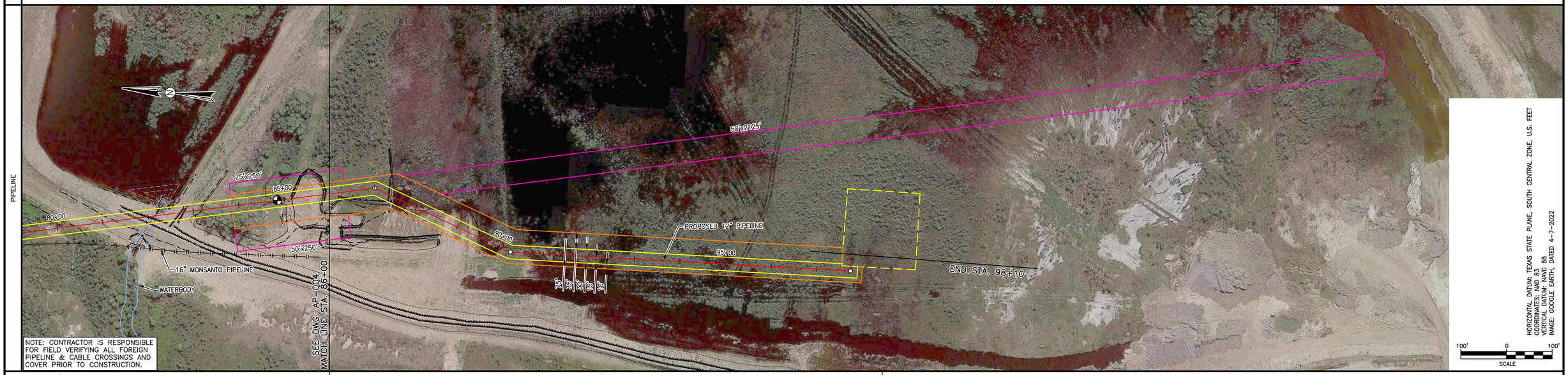
OWNERSHIP & TRACT NO.

RODDAGE

STATIONING

86+00 MATCH LINE
87+00 P.I. < 32°25'28" RT.
87+32 TOP OF SLOPE
87+39 WATERBODY EDGE
87+49 WATERBODY EDGE
88+15 WATERBODY EDGE
89+55 WATERBODY EDGE
90+07 WATERBODY EDGE
90+28 P.I. < 22°03'17" LT.
90+72 WATERBODY EDGE
97+74 P.I. < 88°47'03" LT.
98+10 END STA.

PIPELINE



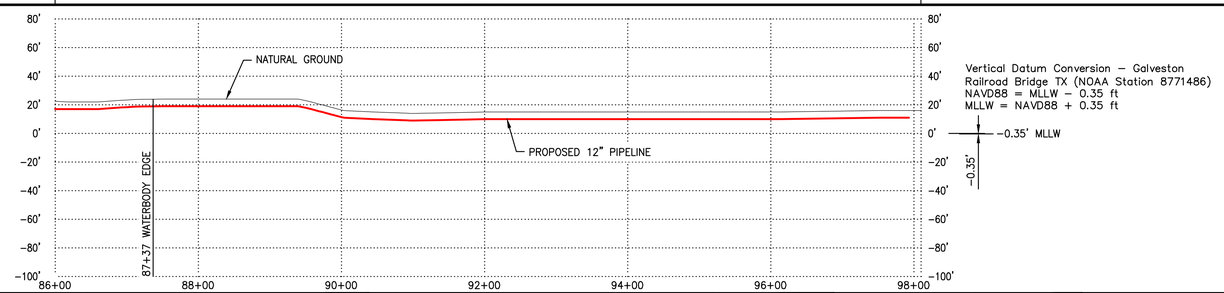
CLASS LOCATION/DESIGN FACTOR	1 / 0.72	
M.A.O.P./HYDRO. TEST PRESS (P.S.I.G.)	1440 PSIG / TBD	

PIPE DETAIL

PRELIMINARY DESIGN

CONSTRUCTION METHOD	OPEN CUT	

PROFILE



Vertical Datum Conversion – Galveston
Railroad Bridge TX (NOAA Station 8771486)
NAVD88 = MLLW – 0.35 ft
MLLW = NAVD88 + 0.35 ft

LEGEND:
- PROPOSED PIPELINE
- PERMANENT R.O.W.
- TEMPORARY WORK SPACE
- ADDITIONAL TEMPORARY WORK SPACE

ENVIRONMENTAL LEGEND:
- WATERBODY
- WETLAND

MATERIAL SUMMARY

NO.	DESCRIPTION	QUANTITY

DWG. NO.	REFERENCE DRAWING TITLE

NO.	REVISION – DESCRIPTION	BY	DATE	CHK'D	APP'D
C	ISSUED FOR REVIEW	KMA	11-19-25	JHR	JHR
B	ISSUED FOR REVIEW	KMA	2-11-25	JHR	JHR
A	ISSUED FOR REVIEW	KMA	1-14-25	JHR	JHR

Pipeline Construction Services Co.
1004 Commerce St Jefferson TX 75657
3300 Ridgelake Dr Metairie LA 70002 Suite 500
85 Corporate Ln Yantis TX 75497
(504) 833-5323 Fax (504) 833-4940
www.pipelineconstructionservices.com

P.L./STA. NO.		
CONSTRUCTION YEAR:		
	BY	DATE
DESIGN	JHR	
DRAWN	KMA	12-16-24
APPROVE		
FILE NO.		
SCALE: 1"= 100'		

TEXAS CITY TO SHOAL POINT PIPELINE
ALIGNMENT SHEET
MP 1.63 TO MP 1.85
STA. 86+00 TO STA. 97+94
GALVESTON, TEXAS

PROJECT NO.

PREVIOUS DWG. NO.

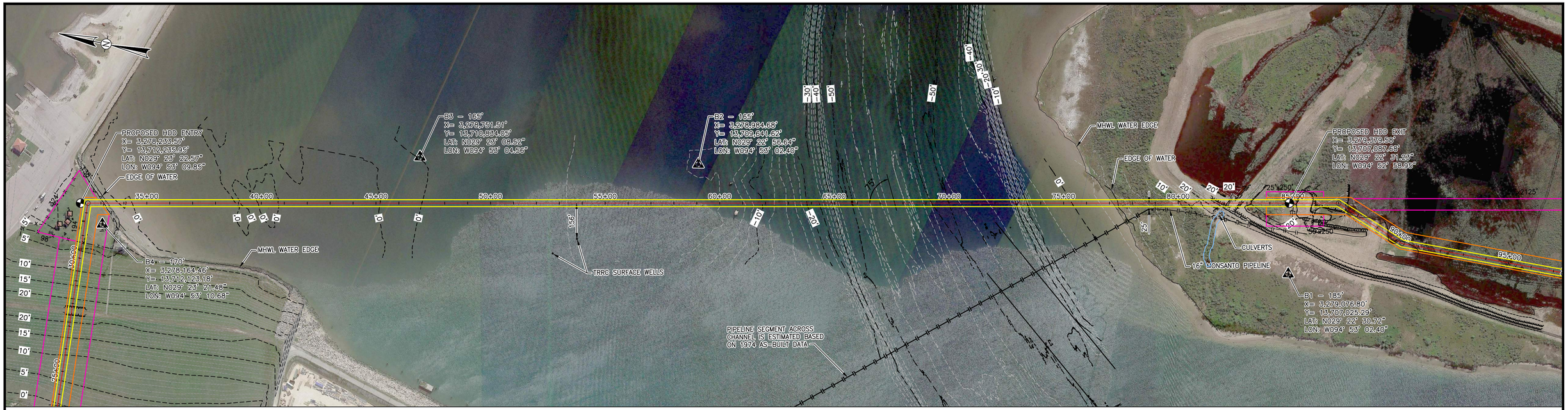
SHEET 1 OF 1

DWG. NO. 23173_C0005

SHEET 1 OF 1

C

11-19-25 13:15 9 KMA 23173_ALIGN_BASEMAP.DWG

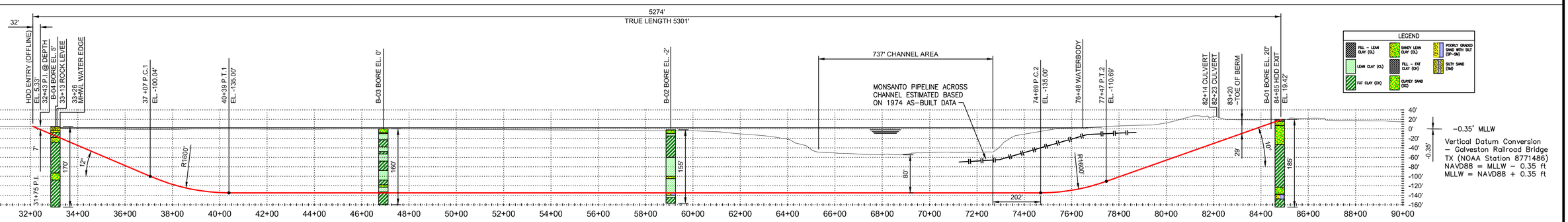


NOTES:
1. SURVEY PROVIDED BY OPEN RANGE FIELD SERVICES, 10/14/2024
2. BASIN CHANNEL DEPTHS FROM USACE HYDROGPAHIC MAPS, NOVEMBER 2023.

NOTE: CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL FOREIGN PIPELINE & CABLE CROSSINGS AND COVER PRIOR TO CONSTRUCTION.

PLAN
SCALE: 1"= 200'

200' 0 200'
SCALE



PROFILE
HORIZONTAL SCALE: 1"= 200'
VERTICAL SCALE: 1"= 100'

SPECIFICATIONS:

- CARRIER PIPE: 12.75" O.D. X 0.438" W.T. X52, API 5L PSL 2 SMLS, W/ 14-16 MILS FBE AND 25-30 MILS ARO
- HYDROSTATIC 4 HOUR PRE-TEST PRESSURE: 1800 PSIG MIN. - 2000 PSIG MAX.
- DESIGN PRESSURE: MAOP 1440 PSIG
- DESIGN FACTOR: 0.50

TOLERANCES:

MINIMUM ALLOWABLE RADIUS OF 1200 FT FOR 3 OR 4 JOINT AVERAGE (BETWEEN 75 TO 100 FT)
- ENTRY POINT - SHALL BE AT DESIGNED POSITION
- EXIT POINT - SHALL BE NO MORE THAN 10' FROM DESIGNED CENTERLINE
- LENGTH OF PILOT HOLE SHALL NOT BE SHORTER THAN DESIGNED
- VERTICAL POSITION OF BOREHOLE SHALL NOT BE SHALLOWER THAN DESIGN PROFILE WITHOUT PRIOR APPROVAL.
- HORIZONTAL POSITION OF BOREHOLE CENTERLINE SHALL BE WITHIN 10' OF PROPOSED CENTERLINE

GENERAL NOTES:

1) GRID PROJECTION BASED UPON TEXAS STATE PLANE, SOUTH CENTRAL ZONE (GRID UNITS IN FEET) GEODETIC DATUM: NAD 1983.
2) CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL FOREIGN PIPELINE CROSSINGS AND COVER PRIOR TO CONSTRUCTION.
3) CONTRACTOR TO PROVIDE PILOT HOLE INFORMATION TO COMPANY FOR APPROVAL PRIOR TO COMMENCEMENT OF REAMING.
4) CONTRACTOR TO PROVIDE AS-BUILT DRAWING AND INFORMATION WITHIN 10 DAYS FROM BOREHOLE COMPLETION AND SHALL INCLUDE THE FOLLOWING AT A MINIMUM:
   - CAD (2017 OR HIGHER) AND PDF FILE OF PIPING PLAN AND PROFILE
   - TABLE OF PILOT HOLE DATA USED TO CREATE PLAN AND PROFILE DRAWINGS
5) REFERENCE THE TERRACON GEOTECHNICAL REPORT FOR DETAILS, SOILS REPORT - 91245019 - BORING LOGS.
6) SCALES DENOTED IN THIS DRAWING ARE BASED UPON AN ARCH D (36"X24") PAPER SIZE.

CONTRACTOR HDD PLAN NOTES:

CONTRACTOR'S PROPOSED HDD PLAN AND ANY OF ITS SUBCONTRACTORS, VENDORS, OR SUPPLIERS UTILIZED TO PERFORM HORIZONTAL DIRECTIONAL DRILLS SHALL BE SUBMITTED TO COMPANY FOR APPROVAL A MINIMUM OF 30 DAYS PRIOR TO START OF DRILLING OPERATIONS. PLAN SHALL INCLUDE AT MINIMUM AND SHALL MEET COMPANY HDD SPECIFICATION IF APPLICABLE:
- CONTRACTORS' SITE SPECIFIC BORE PLAN AND PROFILE, SHOWING FOREIGN PIPELINES AND UTILITIES WITH FIELD VERIFIED ELEVATIONS, TOP OF BORE SEPARATION FROM UNDERGROUND UTILITIES, ROADS AND OTHER FEATURES, PLANNED MINIMUM DRILL RADIUS WITH PC AND PT POINTS
- CONTRACTORS EQUIPMENT AND SITE LAYOUT
- DRILLING PLAN AT A MINIMUM TO INCLUDE THE FOLLOWING: PILOT HOLE DRILL TOLERANCES, ANTICIPATED DOWN HOLE PRESSURE RANGE, EXPECTED PILOT AND REAMING PROCESS, EXPECTED PULL LOADS, SAFETY, GUIDANCE SYSTEM, CONTINGENCY PLANS, INADVERTENT RETURNS PLAN WITH NOTIFICATION PROCEDURES
- DRILLING CONTRACTOR SHALL PERFORM HYDROFRACTURE ANALYSIS WITH THEIR MEANS AND METHODS TO ENSURE MINIMUM SAFETY FACTOR OF 2 FOR SURFACE RELEASES.
- DRILLING FLUID AND POTENTIAL ADDITIVES (PROVIDE MSDS), MUST BE PROVIDED TO AND APPROVED BY COMPANY PRIOR TO MOBILIZATION. PROPOSED DISPOSAL OF DRILLING MUD LOCATION MUST BE APPROVED BY COMPANY PRIOR TO DISPOSAL. ALL PROPOSED FLUID ADDITIVES MUST BE COMPLIANT WITH THE NSF/ANSI 60 - DRINKING WATER TREATMENT CHEMICALS - HEALTH EFFECTS.
- BREAKOVER PROFILE WITH MINIMUM RADIUS, PIPE SUPPORT EQUIPMENT LOCATION WITH PIPE ELEVATION (COMPANY WILL EVALUATE PIPE STRESS) AND MAXIMUM ROLLER SPACING
- WATER SOURCE TO BE PROVIDED BY CONTRACTOR AND APPROVED BY COMPANY PRIOR TO MOBILIZATION.

PRELIMINARY DESIGN

REFERENCE DRAWINGS

AP-02 ALIGNMENT SHEET
AP-03 ALIGNMENT SHEET
AP-04 ALIGNMENT SHEET

REV	DESCRIPTION	BY	DATE	CHK'D	APP'D
F	ISSUED FOR REVIEW	KMA	11-19-25	JHR	JHR
E	ISSUED FOR REVIEW	KMA	02-12-25	JHR	JHR
D	ISSUED FOR REVIEW	KMA	01-26-25	JHR	JHR
C	ISSUED FOR REVIEW	KMA	01-14-25	JHR	JHR
B	ISSUED FOR REVIEW	KMA	10-21-24	JHR	JHR
A	ISSUED FOR REVIEW	KMA	10-04-24	NGR	JHR

FACILITY CODE OR ACCOUNT NO:
CONSTRUCTION YEAR:

	BY	DATE
DRAWN	KMA	10-04-24
CHECK	JHR	10-04-24
APPROVED		

SCALE: 1" = 200'

ENERGY TRANSFER

TEXAS CITY TO SHOAL POINT PIPELINE
HORIZONTAL DIRECTIONAL DRILL
TEXAS CITY TURNING BASIN CROSSING

TEXAS CITY, TEXAS

WBS NO.
C-24265-GL-21400001

OLD DRAWING NO.

DRAWING NO.
23173_C6000

REV. NO.
F

PRIDE CONSULTING SERVICES, INC.
TEXAS ENGINEERING REGISTRATION F-8314
3300 WEST ESPLANADE OAKS, N., SUITE 500
METAIRIE, LOUISIANA 70002
(504) 833-5281 Fax (504) 833-4940
www.prideconsulting.com

PLOTTED BY: ----
PLOTTED: 11/19/2025 1:52:30 PM
FILENAME: C:\Users\kacosta\OneDrive - Project Consulting Services, Inc\Karen Workspace\23173_C6000.dwg
23173_C6000.DWG 17 KMA 13.52 11-19-25

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*38.

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

Consideration of approval of a Texas City Hurricane Levee permit number TCSW-26-3857 to proceed with Marathon MPLX project consisting of the installation of pipelines in the vicinity of the Texas City Hurricane Levee submitted by the County Engineer

Approval History

Seq #	Approver	Action	Action Date
1	Michael Shannon	Approve	5/29/26 9:15 am
2	Veronica Van Horn	Approve	5/29/26 2:11 pm
3	Dianna Martinez	Approve	6/1/26 2:55 pm

PERMIT TO INSTALL MARATHON MPLX PROJECT
PIPELINE ROUTEIN THE VICINITY OF THE TEXAS CITY HURRICANE LEVEE

To Applicant: Marathon Pipe Line, LLC
539 S. Main Street
Findlay, OH 45840

PERMIT NUMBER: TCSW-26-387

Dear Applicant:

You are hereby granted authority to proceed with Marathon MPLX project consisting of the installation of pipelines in the vicinity of the Texas City Hurricane Levee. Marathon MPLX Project will consist of 2 primary pipeline routes: TCNC to GBR (Route 1) and TCNC to Docks 42/43 (Route 2). Route 1 will cross the Texas City Hurricane Levee once while Route 2 will run parallel to the levee and cross the levee multiple times as shown in application attached (Exhibit A).

Your authority is granted under the following terms, limitations and conditions.

1. Your use of the Permitted Premises is limited to the construction activity, limits and conditions as approved in the 408 request 408-SWG-2025-0035 issued by the United States Army Corps of Engineers (USACE) Exhibit B. Areas affected by your activities shall be restored to existing or better conditions. Any other use of the Permitted Premises will automatically revoke this Permit.

2. The County does not guarantee or warrant in any capacity that it owns the Permitted Premises or the adjacent levee in fee simple absolute. This permit is effective only insofar as the rights of the County in the Permitted Premises are concerned. You must obtain such permission or authorization as may be necessary on account of any other existing rights by separate negotiations.

3. The County does not warrant in any manner that any portion of Hurricane Levee is suitable for the permitted purposes.

4. This Permit is being given exclusively to you. It is your responsibility to notify any of your employees, representatives, associates, contractors or sub-contractors of the terms and conditions of this permit. It is also your responsibility to ensure that any such person or entities acting on your behalf also abide by the conditions of this permit. You

will be responsible for any damage caused by any of your employees, representatives, associates, contractors or sub-contractors.

5. Any matters relating to this permit shall be addressed to Michael Shannon, Galveston County Engineer at 722 Moody, Galveston, TX 77550, 409.770.5453, michael.shannon@co.galveston.tx.us.

6. The County may permit parties other than you to have use of the Permitted Premises during the permitted period. We will attempt to provide you with the names of such other permitted parties.

7. You are fully responsible for all matters pertaining to traffic regulation, safety and control on all areas of the Permitted Premises attributed to your operations.

8. Your operations will be performed without cost or expense to the County.

9. You agree to be responsible for all damages to the levee and levee roadway caused by your vehicles, equipment or operations or by vehicle, equipment or operations of others acting on your behalf.

10. You will settle, to the County's satisfaction, all claims, damages, demands and causes of action related to the Permitted Premises and levee right-of-way including the levee drainage system, pump station and levee road resulting from your operations or the operations of others acting on your behalf in an expedient manner.

11. You will execute and have your surety execute the attached bond in the amount of $100,000.00 with the issuance date being the effective date of the permit. The surety bond shall remain in effect for one year, unless the County releases it sooner.

12. The County or its consultant will make all inspections and submit all claims for damages to you within a timely manner. If no damages are determined to have occurred by the County, your bond will be released.

13. Any use of the Permitted Premises, other than for the Marathon MPLX Route requires a new permit and surety bond. The amount of the bond required will be renegotiated.

14. You shall furnish upon Issuance date to the County a copy of your current Certificate of Liability Insurance coverage, insuring against damages, and damages to the person or property of third parties that are caused by vehicles, equipment or your operations; such third party general liability being with bodily injury limits not less than $250,000 per person, and $500,000 per accident, and property damage limits of not less than $100,000 per accident. Galveston County must be named additional insured on the policy.

15. YOU AGREE TO PROTECT, INDEMNIFY, DEFEND AND HOLD THE COUNTY OF GALVESTON HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OF DAMAGE TO PERSONS OR PROPERTY OCCURRING OR IN ANY WAY ARISING OUT OF OPERATIONS UNDER THIS PERMIT.

16. You agree to these conditions by signing below.

Dated this _____day of _____, 2026.

COUNTY OF GALVESTON,

By: _____
Mark Henry, County Judge

ATTEST:

By: _____
Dwight D. Sullivan, County Clerk

Marathon Pipe Line, LLC

By: Angela Brown
Angela Brown
Environmental, Safety & Security

EXHIBIT A

AECOM

AECOM
800 Gessner Road, Suite 1200
Houston, TX 77024

aecom.com

October 24, 2025
Our Reference
Project Number: 60745759

U.S. Army Corps of Engineers
Galveston District Operations Division
P.O. Box 1229
Galveston, Texas 77553-1229

Request for 33 U.S.C. Section 408 Permit Authorization
Marathon Pipe Line LLC – Texas City Locals Pipepile Project
Texas City, Galveston County, Texas

Dear Operations and Division Specialist,

MPLX LP (MPLX) – the midstream affiliate of Marathon Petroleum Corporation (MPC) – is developing a series of projects – currently referred to as Alliance – that will provide an additional outlet for natural gas liquids (NGLs) produced in the Permian Basin (West Texas) and other basins where MPLX operates. Alliance's products will be distributed via pipeline and from the Port of Texas City (POTC) docks to Liquid Petroleum Gas (LPG) markets.

Marathon Pipe Line LLC (MPL), a subsidiary of MPLX. MPL will construct the Project's pipelines that require a Section 408 Permit Authorization (408 Permit).

The purpose of this letter is to transmit information to facilitate the processing and issuance of the 408 Permit.

A Section 408 Permit application will be provided to the County of Galveston, Texas as the Non-Federal-Sponsor of the Texas City Hurricane Flood Protection Levee (TCHFPL) which will be crossed, and portions of the project will be located within the right-of-way of the levee. Galveston County will coordinate with the USACE Galveston District on the Section 408 permit.

This Section 408 application is submitted in alignment with Executive Order 14156.

Based on the Policy and Procedural Guidance for the Approval of Modification and Alteration of Corps of Engineers Projects dated October 23, 2006, and clarification of that guidance on November 17, 2008, MPL requests permission from the U.S. Army Corps of Engineers (USACE) to install pipelines in the vicinity of the TCHFPL. The pipelines will be installed using an over-the-levee method on the existing levee surface and then covering the lines with a minimum of 5.5 feet of compacted fill. This process will avoid direct structural impacts to the levee. Additionally, portions of an overhead pipe rack will be constructed within the 15-ft limitations. More specifically, portions of the pipe rack will be constructed along the slopes of the levee, while others will be constructed near the toe along the 15-ft levee easement boundary.

AECOM Technical Services, Inc. (AECOM) has been contracted to provide engineering support for certain aspects of the Texas City Locals Pipeline Project (Project) including the 408 Permit. On behalf of MPL, AECOM respectively submits this application pursuant to 33 U.S.C. Section 408.

As documented in the proposed project design, geotechnical report, and associated professional documents, this work can be conducted in a manner that will not be injurious to the public or impair the usefulness of the project area. Provided herein is information required to accompany this request as outlined in the 2006 and 2008 policy and procedural guidance. If you have any questions or require additional information, please contact me at 832-514-1650 or Joshua.Hutchinson@aecom.com

Respectfully,



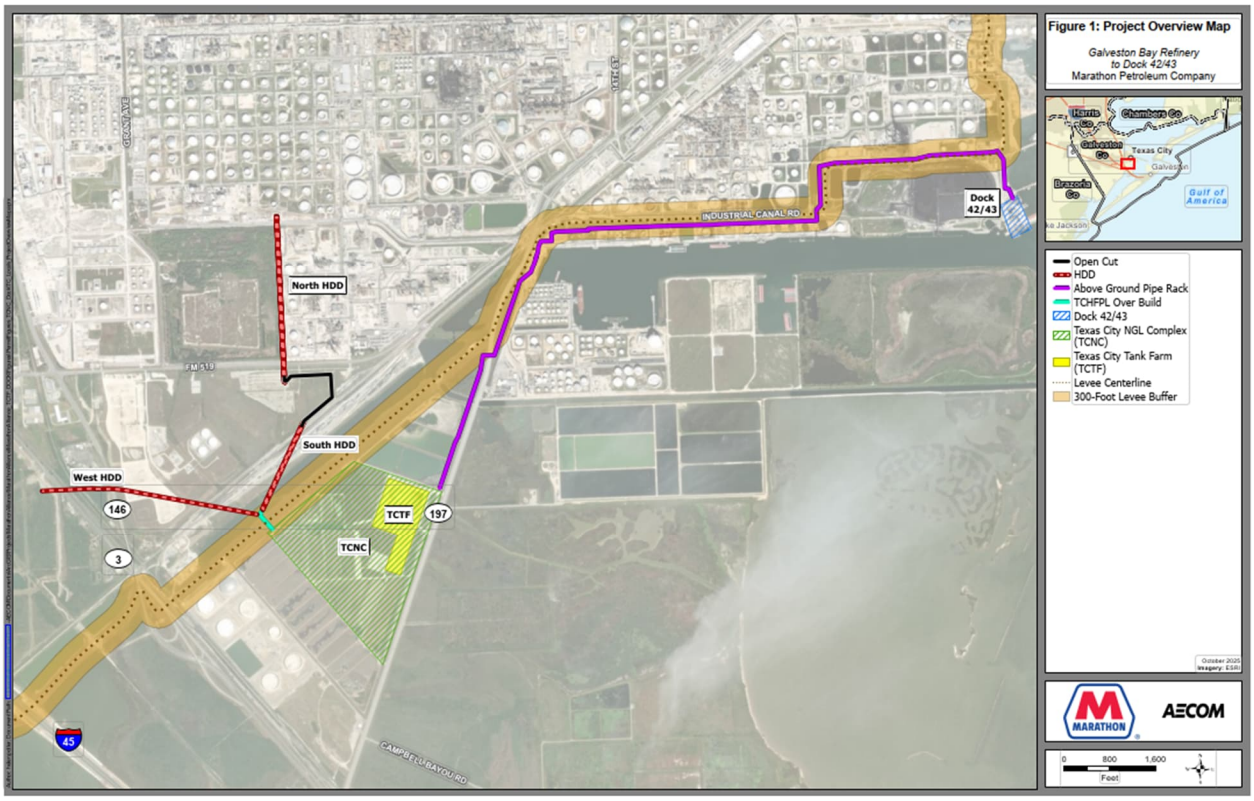
Joshua Hutchinson P.E.
AECOM Technical Services, Inc.
800 Gessner Road, Suite 1200 Houston, TX 77024
T: 832-514-1650
E: joshua.hutchinson@aecom.com

1 INTRODUCTION

The Texas City Locals Pipeline Project (Project) will be constructed in two routes, one connecting Galveston Bar Refinery (GBR) to Texas City Natural Gas Complex (TCNC) and the other connecting Dock 42/43 to TCNC.

Figure 1 - Project Overview Map below shows the general location of the proposed project pipelines.

Figure 1 Project Overview Map



MPL will be responsible for constructing the Project's pipelines that require Section 408 Permit authorization from the U.S. Army Corps of Engineers (USACE). This document provides the information necessary for USACE's review and authorization of a Section 408 Permit application.

A new export dock will be constructed at the POTC at Docks 42 and 43 under an existing permit. Construction of the pipelines from the TCNC to the GBR and from the TCNC to Docks 42 and 43 is scheduled to begin in the first quarter of 2026 and be completed by the fourth quarter of 2027.

The Project pipelines are divided into two primary routes, TCNC to GBR (Route 1) and TCNC to Docks 42/43 (Route 2). The TCNC to GBR pipelines will cross the TCHFPL, while the TCNC to Dock pipelines will run parallel to the TCHFPL, with portions located within the 15-ft buffer of the levee toe and along the levee slopes. Both alignments will require Section 408 permit review and authorization. For TCNC to Dock 42/43 route, which runs parallel to the TCHFPL, the pipelines will be supported on an elevated pipe rack founded on shallow or deep foundations, consisting of helical piles ranging from 12.75" to 24" in diameter. The routes are discussed in further details below. Further details of the routes and the project pipelines in each respective route can be found in Figures 2 and 3 and Tables 1 and 2.

Route 1 – TCNC to GBR

The TCNC to GBR route originates at the pig trap area located in the northwest corner of the TCNC. From this point, the pipeline corridor crosses over via a proposed overbuild (refer to the Section 408 Permission Application) and continues onto the land bridge situated just north of the levee. West HDD: This horizontal directional drill (HDD) will include one 16-inch ethane pipeline crossing beneath the canal, the Texas City Railroad (TCRR), and the former Tex-Tin site. The alignment continues under State Highways (SH) 146 and 3, exiting on the west side of SH 3. From the HDD exit point, the line will transition to open-cut trench construction for the final connection to a future tie-in location with Dow Chemical.

South and North HDDs: These segments will each consist of bundled installations totaling 19 pipelines and one fiber optic cable. The HDDs will cross beneath the canal and TCRR to the northeast, exiting on the north side of the TCRR. From there, the pipelines will transition to open-trench installation along the north and east boundaries of the INEOS property, before transitioning back to HDD to cross beneath Farm-to-Market Road 519 (FM 519) and terminating within the GBR property. Burns & McDonnell Engineering Company, Inc. has submitted 408-SWG-2025-0034 on behalf of MBTC Pipeline LLC. The 24" pipeline crosses the Texas City Hurricane Projection Levee in two locations. The southernmost crossing is included in this permit application (408-SWG-2025-0035).

Figure 2 Overview Layout GBR-TCNC

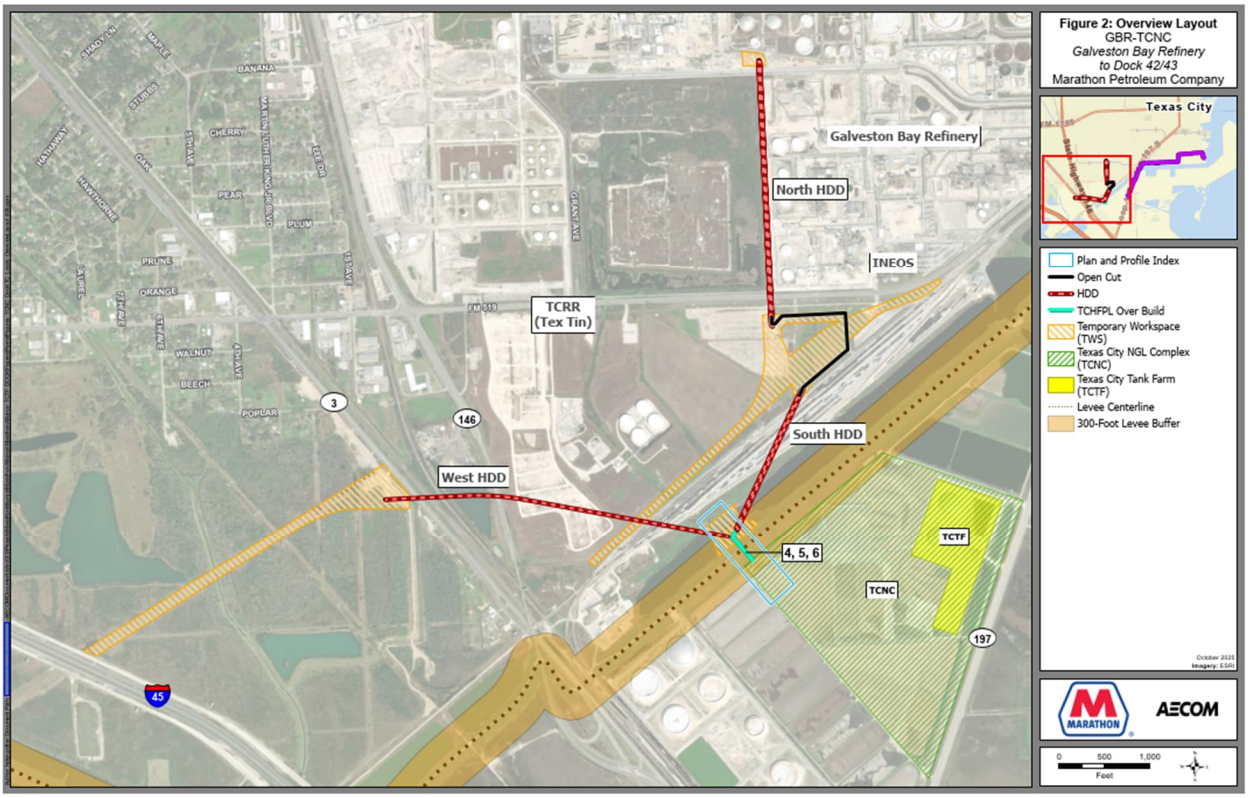


Table 1 Pipe Size and Product Being Transported – TCNC to GBR

Pipe Size	Product	Upstream Tie-in Location	Downstream Tie-in Location
12” O.D	Future Use	Capped	Capped
12” O.D	Future Use	Capped	Capped

Pipe Size	Product	Upstream Tie-in Location	Downstream Tie-in Location
12” O.D	Future Use	Capped	Capped
24” O.D	Future Use	Capped	Capped
16” O.D.	Ethane	Dow	TCNC
20” O.D.	C5+	GBR	TCNC
8” O.D.	Future Use	Capped	Capped
20” O.D.	Future Use	Capped	Capped
8” O.D.	LPG Baytown	GBR	TCNC
8” O.D.	Normal Butane (NC4)	GBR	TCNC
8” O.D.	IsoButane (IC4)	GBR	TCNC
8” O.D.	LPG Andromeda	GBR	TCNC
8” O.D.	Natural Gasoline	GBR	TCNC
8” O.D.	Nitrogen	GBR	TCNC
20” O.D.	Service Water	GBR	TCNC
4” O.D.	Future Product	Capped	Capped
(2) 24 Strand Cables	Fiber Optic Communications	GBR	TCNC
4” O.D.	Silt Water	GBR	TCNC
12” O.D.	Future Use	Capped	Capped
24” O.D.	ONEOK	Capped	Capped

Route 2 – TCNC to Docks 42/43

The TCNC to Docks 42/43 route consists of above-ground pipe rack~~s~~ and pipe bridges extending from the southeast corner of the Texas City NGL Complex (TCNC) to the export facilities at Docks 42 and 43. From TCNC, the pipe rack proceeds northeast along SH 197, crossing over the TCHFPL discharge canal via a pipe bridge. The alignment then continues parallel to, and within approximately 300 feet of, the TCHFPL.

The route crosses over the TCRR and continues along Industrial Canal Road, generally following the levee toe as it extends eastward. Near the Oxbow Coke pit, where the levee turns north, the pipeline corridor crosses over the levee via pipe bridge and continues along the protected side of the levee. The route then turns east, remaining on the protected side north of the Oxbow Coke pit. At the easternmost end of the levee, the alignment crosses back over both the levee and Industrial Canal Road via pipe bridge and terminates at Dock 42/43 export facilities.

Figure 3 Overview Layout TCNC-Dock 42/43

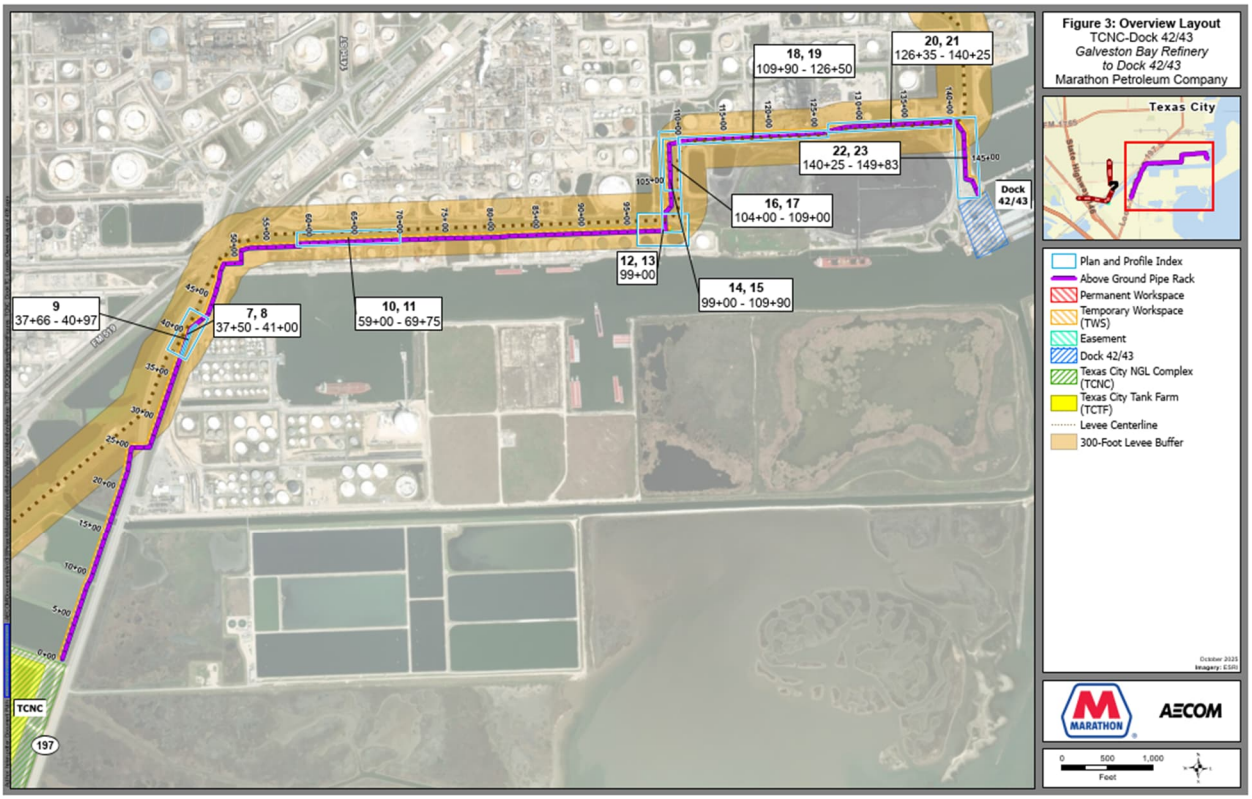


Table 2 Pipe Size and Product Being Transported – TCNC to Dock 42/43

Pipe Size	Product	Upstream Tie-in Location	Downstream Tie-in Location
8” O.D.	Liquid Propane	Dock	TCNC
8” O.D.	Liquid Butane	Dock	TCNC
24” O.D.	Liquid Butane	Dock	TCNC
30” O.D.	Liquid Propane	Dock	TCNC
(2) 24 Strand Cables	Fiber Optic Communication	Dock	TCNC

2 REGULATORY OVERVIEW

Pursuant to the Policy and Procedural Guidance of Modifications and Alteration of Corps of Engineers Projects dated October 23, 2006 (USACE, 2006), and subsequent clarification issued on November 17, 2008 (USACE, 2008).

MPL is concurrently coordinating with USACE for Section 404 Nationwide Permit authorization pursuant to Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. §403). The anticipated aquatic impacts of the project are discussed therein.

EXHIBIT B

DEPARTMENT OF THE ARMY
GALVESTON DISTRICT, CORPS OF ENGINEERS
2000 FORT POINT ROAD
GALVESTON, TEXAS 77553-1229

5/15/26

Ms. Angela Brown
Environmental, Safety & Security
Marathon Pipe Line, LLC
539 S. Main St.
Findlay, OH 45840

Section 408 Request Number: 408-SWG-2025-0035

Dear Ms. Brown,

The Galveston District of the U.S. Army Corps of Engineers (USACE) has completed its review of your request to install pipelines in the vicinity of the Texas City Hurricane Flood Protection (TCHFP) Levee under Section 14 of the Rivers and Harbors Act of 1899, 33 U.S.C. 408 (Section 408). The Project consists of two at grade crossing primary routes, TCNC to GBR (Route 1) and TCNC to Docks 42/43 (Route 2). The TCNC to GBR pipelines will cross the TCHFPL, while the TCNC to Dock pipelines will run parallel to the TCHFPL and cross the system multiple times, with portions located within the 15-ft buffer of the levee toe and along the levee slopes. This evaluation was performed consistent with Engineer Circular (EC) 1165-2-220. USACE has performed an evaluation of your assigned Request No. 408-SWG-2025-0035, which is associated with Regulatory Permit SWG-2025-00286 and SWG-2025-00623.

Based on the review by my staff, I have determined that the proposed construction will not adversely impact the functionality or the operation and maintenance of the project and is not injurious to the public interest. The Galveston District is granting permission as described in detail in the proposed alteration plans of your application as specified in your request and subject to compliance with the terms and conditions below.

This permission only authorizes you, the requester, to undertake the activity described herein under the authority provided in Section 14 of the Rivers and Harbors Act of 1899, as amended (33 USC 408). USACE shall not be responsible for the technical sufficiency of the alteration design nor for the construction and/or installation work This permission does not obviate the need to obtain other federal, state, or local authorizations required by law.

This permission does not grant any property rights or exclusive privileges, and you must have appropriate real estate instruments in place prior to construction and/or installation. Transfer, assignment or modification of this permission is prohibited without

prior coordination with an approval of the USACE Galveston District. Failure to comply with this condition will constitute noncompliance for which the permission may be revoked immediately by USACE. Willful violation of 33 U.S.C. 408 is a federal crime, punishable by a fine not to exceed $25,000.00 per day and/or imprisonment not to exceed 1 year. The requester understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration of the work herein authorized, or if, in the opinion of the Secretary of the Army or an authorized representative, said work will cause unreasonable conditions and/or obstruction of USACE project authorized design, the requester will be required upon due notice from the USACE, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim can be made against the United States on account of any such removal or alteration.

As the Applicant, you shall be responsible for any damage to the project resulting from this construction and will be required to expeditiously repair any damage according to USACE design criteria. The United States will not be responsible for damages or injuries which may arise from or be incident to the construction, maintenance, and use of the project requested by you, nor for damages to the property or injuries to your officers, agents, servants, or employees, or others who may be on your premises or project work areas or the federal project(s) rights-of-way. By accepting this permission, you hereby agree to fully defend, indemnify, and hold harmless the United States and USACE from any and all such claims, subject to any limitations in law.

The Galveston District is granting permission to the proposed alteration, subject to the following special conditions noted:

1. Utilize stone riprap in lieu of concrete riprap and provide all associated gradation reports for verification.

2. USACE must perform a physical inspection of all riprap materials prior to their placement.

3. The applicant’s contractor must submit a Drilling and Invasive Procedures Plan, consistent with ER 1110-1-1807, at least 30 days prior to the start of construction.

4. USACE must verify the wall thickness of all pipes designated for installation before installation work commences.

5. In addition to standard as-built requirements, as-built documentation must

include cross-sections for the riprap scour apron at intervals not exceeding 250 feet.

6. In addition to standard as-built requirements, the final documentation must record the specific location, type, and final tip elevation for every pile installed.

7. Any USACE work or maintenance work will take precedence over the private activities authorized herein. Work/usage allowed under this permission must proceed in a manner that avoids interference with the inspection, operation, and maintenance of the federal project.

8. Galveston District and the Non-Federal Sponsor shall be notified a minimum of thirty (30) days prior to construction with the following information: Request ID, Project Description, Construction Contractor, Construction Point of Contact, Designer of Record, Project Engineer, Closest Physical Address, GPS Coordinates, Start Date, Project Duration, Noted Changes or Deviations. Coordination to include but not limited to, scheduling pre-work, post work and onsite inspections.

9. Galveston District and our Non-Federal Sponsor shall be invited to participate in the pre-construction meeting for the subject 408.

10. Galveston District personnel will have unrestricted access to the construction site. USACE reserves the right to inspect the work at any time during the term of this action as needed, provided reasonable notice is given.

11. In the event of any deficiency in the design or construction of the requested activity, you are solely responsible for taking remedial action to correct the deficiency.

12. If any previously unknown historic or archeological artifacts or remains are discovered while accomplishing the activity authorized by this permit, you must immediately cease and desist and notify the USACE of what you have found. The Galveston District will initiate the Federal and State coordination required to determine if the artifacts or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

13. You are responsible for implementing any requirements for mitigation, reasonable and prudent alternatives, or other conditions or requirements imposed as a result of environmental compliance.

14. Applicant must obtain and comply with all Regulatory Permit requirements prior to construction.

15. Any alterations or changes to the approved plans shall be resubmitted for approval and stamped by a professional engineer before construction.

16. Galveston District and our Non Federal Sponsor shall be invited for a final inspection within thirty (30) days of construction completion and prior to your use of the structure, to document existing conditions.

17. You are required to provide as-built drawings in PDF format showing the new work as it relates to identifiable features of the federal project to USACE and our Non Federal Sponsor within 60 days of completion.

18. Applicant must provide copies of before and after pertinent design, construction, and/or usage submittals/documents.

19. At the End of Construction, the Contractor Shall restore all surfaces used for haul roads staging areas to pre-conditions or better to include regrading, turfing, landscape repair and other work required to restore federal civil works project in accordance with USACE requirements at the expense of the Applicant.

This authorization for work under Section 408 is valid for five years from the date of this letter. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached. For any questions regarding your Section 408 permission decision, please reference 408-SWG-2025-0035, Regulatory Permit SWG-2025-00286, and contact Charlene Harry, Operations 408 Coordinator at (409) 766-3865 or by e-mail at Charlene.Y.Harry@usace.army.mil.

Thank you for your continued coordination of efforts that impact an important Federal Project.

Sincerely,

KINMAN.BELYNDA.MARIA.LUZ.1535155557

Digitally signed by KINMAN.BELYNDA.MARIA.LUZ.1535155557
Date: 2026.05.15 15:53:49 -05'00'

Belynda Kinman
Operations Division
Galveston District

Cc:
Nancy Baher and Michael Shannon, Galveston County
Shannon Cass, USACE Regulatory

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*39.

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

Consideration of approval of application from Ramjit Patel and Nita Patel for a partial replat of Moore's Addition subdivision submitted by Platting & Right-of-Way

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/29/26 12:13 pm

On this the 8th day of June, 2026, the Commissioners' Court of Galveston County, Texas convened in a regular meeting with the following members thereof present:

Mark Henry, County Judge;
Darrell A. Apffel, Commissioner, Precinct No. 1;
Joe Giusti, Commissioner, Precinct No. 2;
Hank Dugie, Commissioner, Precinct No. 3;
Robin Armstrong MD, Commissioner, Precinct No. 4;
Dwight Sullivan, County Clerk

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

WHEREAS, the subdivision plat of Moore's Addition to Town Of Dickinson is presently on file with the County Clerk of Galveston County. It may be found recorded in Volume 155, Page 10 in the Map Records of Galveston County, Texas; and

WHEREAS, by the application attached hereto as Exhibit "A", Ramjit Patel and Nita Patel have filed their Petition and Application for permission to revise a portion of Lots 9-10, Block 37; and

WHEREAS, the Commissioners Court has determined that the revision to the subdivision plat does not affect a public interest or public property of any type under Section 232.009(c) of the Local Government Code; and

WHEREAS, Local Government Code, Sec. 232.009 requires notice of this application be sent to owners of the lots that are within 200 feet of the subdivision plat to be revised and to be posted on the county website for at least 30 days preceding the date of the meeting to consider the application; and

BE IT THEREFORE ORDERED, that the time and place at which this Court will meet to consider the application and to hear public comments on the revision of the subdivision plat will be July 30, 2026, at 9:30 a.m. in the following location:

Galveston County North Annex
174 Calder, Room 100
League City, Texas

UPON MOTION DULY MADE AND SECONDED the above Order was passed this 8th day of June, 2026.

COUNTY OF GALVESTON, TEXAS

BY: _____
Mark Henry, County Judge

ATTEST:

_____
Dwight Sullivan, County Clerk

By: _____, Deputy



AREA TABLE

Lot	Sq. Feet	Acres
Lot 1	3,250	0.075
Lot 2	3,250	0.075
Lot 3	3,250	0.075
Lot 4	3,250	0.075

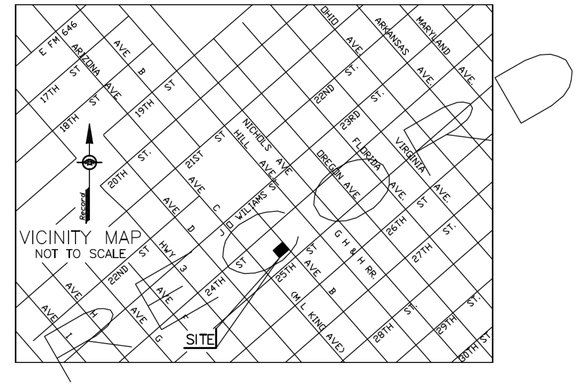
NOTES:

1) This property lies within "other areas" Zone X as established by the FEMA Flood Insurance Rate Map No. 48167C0220G, dated August 15, 2019.

2) All of the property subdivided in the foregoing plat is within the incorporated boundaries of Galveston County, Texas.

3) Bearings are record, as shown on plat of Moore's Addition to Town of Dickinson, based on the monumentatino of the Southwest right-of-way line of Avenue B, being a found 1/2 inch rod at the Northeast corner of Lot 11 and a found 1/2 inch rod at the Northeast corner of Lot 8.

4) Planting, flower beds, and other landscaping or fill materials are not permitted in side lot drainage swales or drainage/detention easements. Maintenance of side lot drainage swales or detention easements are the responsibility of the property owner.



THE STATE OF TEXAS
COUNTY OF GALVESTON

We, Ramjit Patel and Nita Patel, owners hereinafter referred to as Owner of the lots described in the above and foregoing map of 'BLOCK 37, MOORE'S ADDITION PARTIAL REPLAT', 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 herby dedicate to the use of the public forever, all streets (except those streets designated as private streets), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, or heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, Owners have dedicated an by these presents do dedicate to the use of the public for public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet six (11' 6") inches for ten feet (10' 0") perimeter ground easements or five feet six (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 an additional ten feet (10' 0") for ten fee (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 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 same under the terms and conditions of such restrictions filed separately.

FURTHER, Owners do hereby convenant and agree that all of the property within the boundaries of this plat shall be restricted to prevent the drainage of any septic tanks into any public or private street, road or alley or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby dedicate to the public a strip of land thirty (30') feet wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs, or other natural drainage courses located in said plat, as easements for drainage purposes, giving Galveston County, or any other govenmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch gully, creek or natural drainage way shall hereby be restricted to keep such drainage ways an easements clear of fences, building, planting and other obstructions to the operation and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easemnent except by means of an approved drainage structure.

FURTHER, the Owners hereby certify that this replat does not attemp to alter, amend, or remove any covenants or restrictions; we further certify that no portion of the preceding plat was limited by deed restriction to residential use for not more than two (2) residential units per lot.

Witness my hand in County of Galveston, Texas, this _____ day of _____, 2026.

Ramjit Patel *Nita Patel*

THE STATE OF TEXAS {}
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF GALVESTON {}

BEFORE ME, the undersigned authority, on this day personally appeared Ramjit Patel and Nita Patel, known to me to be the persons whose names are subscribed to the above and foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein and herein set forth.

WITNESS MY HAND AND SEAL OF OFFICE this _____ day of _____, 2026.

Notary Public for the
State of Texas
My Commission Expires_____

Being Lots Nine (9) and Ten (10), in Block Thirty-Seven (37), of MOORE'S ADDITION TO DICKINSON, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 92, Page 280 and transferred to Plat Record 7, Map No. 1C, of the Map Records of Galveston County, Texas, being those same tracts or parcel of land as described in deed recorded under Galveston County Clerk's File No. 2025039787 of the Official Public Records of Real Property of Galveston County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the intersection of the North right-of-way line of 25th Street (70' R.O.W.) and the West right-of-way line of Avenue B (70' R.O.W.), and being the Southeast corner of said Block 37;

THENCE North 50° 51' 00" West, along the West right-of-way line of said Avenue B and the East line of said Block B, a distance of 100.00 feet to the PLACE OF BEGINNING and being the Southeast corner of the herein described tract, a found 1/2 inch rod;

THENCE South 39° 09' 00" West, parallel to the North right-of-way line of said 25th Street and the South line of said Block 37, a distance of 130.00 feet to the Southwest corner of the herein described tract, a found 1/2 inch rod, bearing S 59° E a distance of 0.7 feet;

THENCE North 50° 51' 00" West, parallel to the West right-of-way line of said Avenue B and the East line of said Block 37, a distance of 100.00 feet to the Northwest corner of the herein described tract, a chain link fence post, bearing N 37° W a distance of 0.4 feet;

THENCE North 39° 09' 00" East, parallel to the North right-of-way line of said 25th Street and the South line of said Block 37, a distance of 130.00 feet to the West right-of-way line of said Avenue B and the East line of said Block 37, and being the Northeast corner of the herein described tract, a found 1/2 inch rod, bearing S 65 W a distance of 0.3 feet;

THENCE South 50° 51' 00" East, along the West right-of-way line of said Avenue B and the East line of said Block 37, a distance of 100.00 feet to the PLACE OF BEGINNING and containing acres (square feet) of land, more or less.

This is to certify that I, Brene Addison, a Registered Professional Land Surveyor for the State of Texas, have platted the above and foregoing subdivision and replat from an actual survey on the ground and under my direction and that all corners have been, or will be, properly monumented.

STATE OF TEXAS REGISTERED BRENE ADDISON 6598 LICENSED SURVEYOR

Brene Addison
Registered Professional
Land Surveyor No. 6598

TRICON LAND SURVEYING, LLC
Mailing: 6341 Stewart Rd. #251
Physical: 2011 59th Street
Galveston, TX 77551
409-497-2772
TriconLandSurveying.com
T.B.P.L.S. Firm No. 10194309
26-0097

0 30 60
SCALE: 1" = 30'

APPROVED for filing, wherein Galveston County assumes no obligation for drainage, streets, roads or making any other improvements in said subdivision.

Hank Dugie
Commissioner, Precinct No. 3

Mark Henry
County Judge

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

Michael C. Shannon, PE
County Engineer

THE STATE OF TEXAS {}
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF GALVESTON {}

I, Dwight D. Sullivan, County Clerk, Galveston County Texas, do hereby certify that the written instrument was filed for record in my office on _____, 2026, at _____ O'clock, ____m, and duly recorded on _____, 2026, at _____ O'clock, ____m, Instrument #_____, 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

The above subdivision titled 'BLOCK 37, MOORE'S ADDITION PARTIAL REPLAT' as mapped, approved by the Commissioners' Court of Galveston County, Texas, by order dated _____, 2026.

Dwight D. Sullivan, County Clerk
Galveston County, Texas

By _____Deputy

BLOCK 37, MOORE'S ADDITION PARTIAL REPLAT

A REPLAT OF LOTS 9 AND 10, MOORE'S ADDITION TO TOWN OF DICKINSON, VOLUME 155, PAGE 10 GALVESTON COUNTY, TEXAS 04-24-2026

Owner:
Ramjit Patel & Nita Patel
15515 Turtle Oak Court, Houston, TX. 77059

Surveyor:
Brene Addison
Registered Professional Land Surveyor No. 6598

Record No: PLAT-26-11

Subdivision Platting and Replatting

Status: Active

Submitted On: 5/13/2026

Primary Location

29.475354, -95.061508

Owner

No owner information

Applicant

Jordan Alcocer
409-497-2772
[redacted]
6341 Stewart Road #251
Galveston, TX 77551

Property Owner

Is the applicant the owner?*

No

Property Owner Name*

Ramjit Patel

Company Contact

Owner Mailing Address*

15515 Turtle Oak Court

Owner City*

Houston

Owner State*

TX

Owner ZIP Code*

77059

Owner Email*

[redacted]

Owner Phone*

346-208-6749

General Information

Type of Plat*

Replat

Name of Proposed Plat/Amended Plat*

Block 37, Moore's Addition Partial Replat

Number of Original Lots*

2

Number of Proposed Lots*

4

Number of Proposed Reserves*

0

Total Number of Lots and Reserves

4

Total Acreage of Proposed Plat*

0.298

Legal Description of Proposed Location*

Lots 9 & 10, Moore's Addition

Purpose of Proposed Replat or Amending Plat*

Divide 2 lots into 4 lots

Is proposed Property located within Texas City or Santa Fe ETJ?*

Not Applicable

Drainage District*

Not Within A Drainage District

Is your proposed subdivision or replat within 1000 feet of Mean High Tide?*

No

Water Supply*

Public

Provider*

Dickinson

Sewage Disposal*

Public Sewer

Provider*

Dickinson

Are any roads proposed in the plat?*

No

Is there a lienholder on the property?*

No

Additional Information or Comments

Are there any existing structures on the propery?*

No

Acknowledgement and Signature

Applicant is aware that they must provide an adequate easement and drainage improvements to an adequate outfall without adversely affecting existing conditions (the applicant's engineer should fully review drainage design requirements in the subdivision regulations). In most cases the applicant must provide mitigation for increased run off, fill and other impacts (i.e. on site detention or other means.). Public roads can not be routed thru private detention areas.

Minimum lot sizes are required by the Galveston County Health District for subdivisions with septic and/or water wells.

All subdivisions require the filing of a plat and compliance with the County’s Subdivision Regulations before work begins.

Applicant is fully aware of the County Subdivision regulations and the requirements for paving, drainage & testing, and inspection.

All road and drainage construction materials must be pre-approved and inspection and testing must be coordinated with the county inspector before the work begins.

Subdivision Regulations can be found by clicking HERE.

Drainage Detention Guidelines can be found by clicking HERE.

I have read and acknowledge the above*

Jordan Alcocer
Apr 24, 2026

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*40.

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

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

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/14/26 9:51 am

History of Legislative File

Ver.	Acting Body	Date	Action	Sent To	Due Date	Return Date	Result
1	Commissioners Court Special Meeting	05/22/2026	deferred	Commissioners Court			

Action Text: (NO ACTION TAKEN)

Tracts #'s SW-TC-211.000 & SW-TC-217.000

County: Galveston
State: Texas

Pipeline Easement Agreement
Marathon Pipeline

The State of Texas §
§ **Know All Men By These Presents:**
County of Galveston §

Whereas, the undersigned, the **County of Galveston,** a political subdivision of the State of Texas, acting by and through its County Commissioners' Court, (hereinafter referred to as **"Grantor"**), and **BANGL, LLC ("Grantee")**; and

Whereas, Grantor is the owner of certain real property located in Galveston County, Texas and more particularly described in Exhibit "A" John D. Moore Survey SW-TC-217.000 REV 0 (temporary & additional temporary workspace) and Exhibit "A" J. Spillman Survey SW-TC-211.000 REV 1; and

Whereas, Grantee has requested a right of way and a pipeline easement across portions of Grantor's property for the installation, operation, maintenance, repair, replacement, and removal of an underground pipeline to be run underwater; and

Whereas, Grantee has provided surveyed metes-and-bounds descriptions and plats for the proposed easement route, identified as **SW-TC-211.000** and **SW-TC-217.000**, which together define the easement, temporary workspace, and additional temporary workspace; and

Whereas, Grantor is willing to grant such easement subject to the terms, conditions, covenants, and restrictions set forth herein**.**

Now, Therefore, Know All Men By These Presents:

That Grantor, for and in consideration of the sum of **Seventy-Two Thousand, Nine Hundred Twenty-Eight and 00/100 ($72,928.00) Dollars** paid to the **County of Galveston,** cash in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, and subject to the terms, conditions, covenants and restrictions hereinafter set forth does hereby **Grant, Bargain, Sell and Convey** unto **Grantee,** unto Grantee a pipeline easement and right-of-way as follows:

1. to survey, clear, excavate for, lay, install, construct, use, operate, idle, inspect, maintain, protect, repair, upgrade, replace, alter, test, patrol, change the size of, relocate, and remove, but for no other purpose in each case, pipelines and related facilities (the "***Facilities***") for the transportation of petroleum, petroleum products, crude oil, liquids,

gases, and water (and similar products) over, across, in, on, under, and through an area of the Property being more particularly described on Exhibit A, and as shown and depicted on Exhibit B (such area, the "***Easement Area***"), both exhibits being attached hereto and incorporated herein. The Easement Area, with an additional workspace as depicted on Exhibit A, will be used as needed during periods of construction, maintenance, alteration, repair, removal, or replacement ("***Temporary Work Space***"). Grantee may, from time to time, place pipeline appurtenances and related facilities within the Easement Area, including valves, signage, markers, corrosion control equipment, and communications equipment.

2. together with the right of ingress and egress in, on, over, across, and through the lands described in Exhibit "A" attached hereto for any and all purposes convenient to exercise the rights and privileges herein granted during the period of initial installation; and

3. together with, after the period of initial installation, the subsequent right of ingress and egress in, on, over, across, and through the lands described in Exhibit "B" attached hereto for any and all purposes convenient to exercise the rights and privileges herein granted at all other times.
   See Exhibit "A" John D. Moore Survey SW-TC-217.000 REV 0 (temporary & additional temporary workspace) and Exhibit "A" J. Spillman Survey SW-TC-211.000 REV 1
   See Drawings labeled "Sheets 1-2" Exhibit "B" John D. Moore Survey SW-TC-217.000 REV 0 and Drawings labeled "Sheet 1" Exhibit "B" J. Spillman Survey SW-TC-211.000 REV 1

4. The easement consists of:
   SW TC 211.000 – 2.44 rods
   SW TC 217.000 – 26.68 rods
   Total Easement – 29.12 rods

5. **Temporary workspace (tws) and additional temporary workspace (atws)**
   Grantor further grants to Grantee the temporary workspace areas shown in **SW TC 211.000 and SW TC 217.000**, consisting of:
   TWS: 21,903 sq. ft. (0.50 acres)
   ATWS: 158,801 sq. ft. (3.65 acres)
   TWS and ATWS rights: exist only during initial construction, expire automatically upon completion of construction, and require full restoration to pre-existing grade and condition at the Grantee's expense, as near as reasonably practical.

6. Restoration Obligations
   Promptly following construction, Grantee shall restore all disturbed areas to pre-existing grade and condition, as near as reasonably practical, and re-establish vegetation, remove debris, and correct any subsidence or erosion.

Special terms, conditions, covenants, restrictions, and reservations:

(1) Grantee shall comply with the most stringent requirements concerning the rights and privileges herein granted, imposed by:

- all state, federal, and local regulations, including but not limited to those imposed now or in the future by the **United States Department of Transportation (DOT) (49CFR Part 191and others),** the **Texas Railroad Commission (RRC) (TAC Title 16 Part 1 Chapter 8 and others),** or **TxDot;** and

(2) That in the event any of the following requirements are more stringent than those imposed in (1) above that Grantee will:

- bury the pipeline at least forty-eight inches (48'") below the lowest surface of the ground, including any existing flow lines of drainage ditches or drainage structures;
- provide at least twenty-four inches ("24") clearance between the outer casing of the pipeline and any existing buried utility (pipeline or other utilities) or **City of La Marque, WCID #19, TxDot,** or **Galveston County-owned** storm or other drainage lines, sewers, and appurtenances;
- pay for damages caused to above or below ground existing utility lines and appurtenances, drainage ditches, or storm or other drainage lines, sewers and appurtenances on or adjacent to the land caused by its construction, operation, maintenance, and removal operations;
- upon discontinuance, remove all pipeline and other improvements installed by **Grantee** in accordance with regulations prescribed by the **DOT,** the **RRC, TxDOT, WCID #19, and** the **City of La Marque,** and restore the land to the condition it was in prior to installation of the pipeline.

(3) Grantee shall indemnify, defend, and hold harmless Grantor against all claims, suits, liabilities, and expenses caused on account of injury or death of persons or damage to property resulting from Grantee's exercise of the rights and privileges herein granted, except to the extent caused by or resulting from Grantor's gross negligence or willful misconduct.

(4) This conveyance is also made and accepted subject to the following matters, to the extent same are in effect at this time:

- any and all other easements, rights-of-way, and prescriptive rights, whether of record or not found on, in and under the ground, all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, all previously recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and other instruments, including tax liens and conveyances that affect the property; rights of adjoining owners in any wall or fences or other improvements on a common boundary line, any discrepancies, conflicts or shortages in area or boundary lines, and any encroachments or overlapping of improvements.

(5) **Grantor** conveys the property "as is" "with all faults" and without warranty as to condition or environmental hazard.

(6) **Grantor** disclaims any warranty, guaranty, or representation, oral or written, on:

- the nature and condition of the property or other items conveyed hereunder, including, without limitation, the water, soil, and geology;
- the suitability of the property conveyed hereunder for any and all activities and uses which **Grantee** may elect to conduct thereon;
- the existence of any environmental hazards or conditions thereon, including but not limited to the presence of asbestos or other hazardous materials; and
- compliance with applicable environmental laws, rules, or regulations.

(7) **Grantor** reserves the right to grant subsequent easements or rights of way or to otherwise use and enjoy the land as long as such subsequent easements or rights of way or other use of the land does not unreasonably interfere with **Grantee's** enjoyment of the rights and privileges herein granted.

Grantor believes but does not warrant that it is the owner of the land and has the right, title, and capacity to grant the rights and easements herein granted, and that the address of **Grantor (County of Galveston** only) is as set out below. This instrument may be granted in several counterparts, and any such counterpart shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The covenants and obligations of this **Pipeline Easement Agreement** shall run with the land and shall be binding upon the successors and assigns of the parties hereto; and the rights and easements herein granted may, upon notice to **Grantor,** be leased or assigned, together and separately, and in whole or in part.

Executed this _____ day of_____, 2026.

County of Galveston
722 Moody, Suite 200
Galveston, Texas 77550

_____
Mark A. Henry
County Judge

Attest:

_____
Dwight D. Sullivan
County Clerk

Acknowledgment

The State of Texas §
§
County of Galveston §

Before Me, the undersigned authority, on this day personally appeared **Mark A. Henry, County Judge** for the **County of Galveston**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of **Galveston County.**

Given Under My Hand and Seal of Office, on this the _____ day of _____, 2026.

_____
Notary Public
In and for the State of Texas
My Commission expires: _____

Executed this _____ day of_____, 2026.

BANGL, LLC
200 East Hardin Street
Findlay, Ohio 45840

_____
Name:

Title:

Attest:

_____
Secretary

Acknowledgement

The State of _____ §
§
County of _____ §

Before Me, the undersigned authority, on this day personally appeared _____ for, **BANGL, LLC,** known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said **BANGL, LLC.**

Given Under My Hand and Seal of Office, on this the _____ day of _____, 2026.

_____
Notary Public
In and for the State of Texas
My Commission expires: _____

EXHIBIT "A"
GALVESTON COUNTY, TEXAS
JOHN D. MOORE SURVEY
ABSTRACT NO. 150

BEING A CENTERLINE DESCRIPTION OF A FIFTY (50) FOOT WIDE PIPELINE EASEMENT AND RIGHT-OF-WAY, BEING TWENTY-FIVE (25) FEET ON EACH SIDE, LOCATED IN JOHN D. MOORE SURVEY, ABSTRACT NO. 150, GALVESTON COUNTY, TEXAS, BEING OUT OF AND A PART OF A TRACT OF LAND, AS DESCRIBED IN DEED UNTO COUNTY OF GALVESTON OF THE STATE OF TEXAS, RECORDED IN VOLUME 1675, PAGE 450, VOLUME 1685, PAGE 39, VOLUME 2097, PAGE 241, AND VOLUME 2097, PAGE 254, OF THE OFFICIAL PUBLIC RECORDS, GALVESTON COUNTY, TEXAS; SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS AND DISTANCES CITED HEREIN ARE GRID BASED ON THE NAD 83, TEXAS STATE PLANES COORDINATE SYSTEM, SOUTH CENTRAL ZONE, US SURVEY FEET):

COMMENCING AT A 3 INCH BRASS CAP MARKED "TEXAS DEPT. OF TRANSPO." (X: 3,259,384.62, Y: 13,694,528.91) FOUND FOR AN INTERIOR CORNER OF A TRACT OF LAND AS DESCRIBED BY DEED INEOS CHOCOLATE PIPELINE, LLC, AS RECORDED UNDER INSTRUMENT NUMBER 2011020456 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS

THENCE, SOUTH 36°42'08" WEST, A DISTANCE OF 1,593.08 FEET TO A POINT ON THE WEST LINE OF SAID TRACT FOR THE **POINT OF BEGINNING** (X: 3,258,432.50, Y: 13,693,251.65) OF THE HEREIN DESCRIBED EASEMENT;

THENCE, NORTH 83°55'50" EAST, A DISTANCE OF 440.24 FEET TO A POINT ON THE EAST LINE OF SAID SUBJECT TRACT FOR THE **POINT OF TERMINATION** (X: 3,258,870.27, Y: 13,693,298.20) OF THE HEREIN DESCRIBED EASEMENT WHICH BEARS SOUTH 49°17'59" WEST, A DISTANCE OF 1,108.08 FEET FROM A 1 INCH PLASTIC CAP MARKED "TEST HOLE" (X: 3,259,710.34", Y: 13,694,020.78) FOUND FOR THE SOUTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED BY DEED INEOS CHOCOLATE PIPELINE, LLC, AS RECORDED UNDER INSTRUMENT NUMBER 2011020456 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS

THE SIDE LINES OF SAID PIPELINE EASEMENT ARE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE ON SAID PARCEL BOUNDARY LINES.

THE TOTAL LENGTH OF THE ABOVE DESCRIBED SURVEY LINE IS 440.24 FEET (26.68 RODS), WITH THE PIPELINE EASEMENT CONTAINING AN AREA OF 22,012 SQUARE FEET OR 0.51 ACRES OF LAND, MORE OR LESS.

TEMPORARY WORKSPACE

TEMPORARY WORKSPACE IS SHOWN ON THE ACCOMPANYING PLAT DATED 09/22/2025, HAVING A TOTAL AREA OF 21,903 SQUARE FEET OR 0.50 ACRES, MORE OR LESS.

ADDITIONAL TEMPORARY WORKSPACE

ADDITIONAL TEMPORARY WORKSPACE IS SHOWN ON THE ACCOMPANYING PLAT DATED 09/22/2025, HAVING A TOTAL AREA OF 158,801 SQUARE FEET OR 3.65 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON NAD 83 TEXAS STATE PLANE COORDINATES SOUTH CENTRAL ZONE DETERMINED BY GPS OBSERVATIONS.

I, WILLIAM J. CASH, JR., CERTIFY THAT THE ROUTE FOR THE ABOVE-DESCRIBED EASEMENT WAS SURVEYED ON THE GROUND, THAT THIS DESCRIPTION CORRECTLY REPRESENTS THE FACTS FOUND AT THE DATE SHOWN ON THE ACCOMPANYING PLAT - EXHIBIT "B" OF THE FIELD SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT IT DOES MEET THE APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE TEXAS PROFESSIONAL ENGINEERING AND LAND SURVEYING BOARD FOR A CATEGORY 2, ROUTE SURVEY.



William Cash 9/22/2025

WILLIAM J. CASH
REGISTERED PROFESSIONAL LAND
SURVEYOR TEXAS REGISTRATION NO. 3808

REV	DATE	BY	DESCRIPTION	CHK
1	09/22/25	IED	REV. PER CLIENT COMMENTS	WJC
0	09/11/25	IED	ISSUED FOR ACQUISITION	WJC

encompass
ENCOMPASS SERVICES, LLC
14800 ST. MARY'S LANE SUITE 230
HOUSTON, TEXAS 77079
OFFICE NUMBER: 832-781-4800
TBPLS# - 10194561

MARATHON
SWEENY TO TEXAS CITY PIPELINE - SWTC
COUNTY OF GALVESTON OF THE STATE OF TEXAS
GALVESTON COUNTY, TEXAS

DRAWN BY: IED	DATE: 09/22/25	DWG. NO. SW-TC-217.000 REV 0 SHEET 1 OF 1	REV. 1
CHECKED BY: WJC	DATE: 09/22/25		
SCALE: N.T.S.	PROJ. NO. 66701		

EXHIBIT "A"
GALVESTON COUNTY, TEXAS
J. SPILLMAN SURVEY
ABSTRACT NO. 175

BEING A PERIMETER DESCRIPTION OF A PIPELINE EASEMENT AND RIGHT-OF-WAY, LOCATED IN J. SPILLMAN SURVEY, ABSTRACT NO. 175, GALVESTON COUNTY, TEXAS, BEING OUT OF AND A PART OF A TRACT OF LAND, AS DESCRIBED IN DEED UNTO COUNTY OF GALVESTON, TEXAS, RECORDED IN INSTRUMENT NUMBER VOLUME 1389, PAGE 168, OF THE OFFICIAL PUBLIC RECORDS, GALVESTON COUNTY, TEXAS; SAID PERIMETER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS AND DISTANCES CITED HEREIN ARE GRID BASED ON THE NAD 83, TEXAS STATE PLANES COORDINATE SYSTEM, SOUTH CENTRAL ZONE, US SURVEY FEET):

COMMENCING AT A 1/2 INCH IRON ROD (X: 3,254,903.66, Y: 13,691,453.45) FOUND FOR THE NORTH CORNER OF A TRACT OF LAND AS DESCRIBED BY DEED TO INEOS CHOCOLATE BAYOU, LLC, COMBINED 2.9486 ACRES, AS RECORDED UNDER INSTRUMENT NUMBER 2011020456 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS;

THENCE, NORTH 52°27'56" EAST, A DISTANCE OF 1,664.58 FEET TO A POINT ON THE WESTERLY LINE OF SAID TRACT FOR THE **POINT OF BEGINNING** (X: 3,256,223.64, Y: 13,692,467.65) OF THE HEREIN DESCRIBED EASEMENT;

THENCE, ALONG A CURVE TO THE LEFT, HAVING A DELTA ANGLE OF 12°17'11", A RADIUS OF 250.00 FEET, AND ARC LENGTH OF 53.61 FEET, AND A CHORD WHICH BEARS NORTH 06°41'23.76" WEST, A DISTANCE OF 53.51 FEET TO AN ANGLE POINT;

THENCE, SOUTH 80°25'58" EAST, A DISTANCE OF 81.52 FEET TO AN ANGLE POINT WHICH BEARS SOUTH 66°04'54" WEST, A DISTANCE OF 3,733.14 FEET FROM A 1 INCH PLASTIC CAP (X: 3,259,710.34, Y: 13,694,020.78) FOUND FOR A CORNER OF A TRACT OF LAND AS DESCRIBED BY DEED TO INEOS CHOCOLATE BAYOU PIPELINE, LLC, AS RECORDED UNDER INSTRUMENT NUMBER 2011020456 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS;

THENCE, SOUTH 61°54'02" WEST, A DISTANCE OF 84.06 FEET TO THE **POINT OF BEGINNING**.

THE TOTAL LENGTH OF THE ABOVE DESCRIBED SURVEY LINE IS 40.33 FEET (2.44 RODS), WITH THE PIPELINE EASEMENT CONTAINING AN AREA OF 2,042 SQUARE FEET OR 0.05 ACRES OF LAND, MORE OR LESS.

I, WILLIAM J. CASH, JR., CERTIFY THAT THE ROUTE FOR THE ABOVE-DESCRIBED EASEMENT WAS SURVEYED ON THE GROUND, THAT THIS DESCRIPTION CORRECTLY REPRESENTS THE FACTS FOUND AT THE DATE SHOWN ON THE ACCOMPANYING PLAT - EXHIBIT "B" OF THE FIELD SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT IT DOES MEET THE APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE TEXAS PROFESSIONAL ENGINEERING AND LAND SURVEYING BOARD FOR A CATEGORY 2, ROUTE SURVEY.



William Cash 09/11/2015

WILLIAM J. CASH
REGISTERED PROFESSIONAL LAND
SURVEYOR TEXAS REGISTRATION NO. 3808

REV	DATE	BY	DESCRIPTION	CHK
1	09/10/25	IED	REV. PER CLIENT COMMENTS	WJC
0	09/04/25	WJR	ISSUED FOR ACQUISITION	WJC

encompass
ENCOMPASS SERVICES, LLC
14800 ST. MARY'S LANE SUITE 230
HOUSTON, TEXAS 77079
OFFICE NUMBER: 832-781-4800
TBPLS# - 10194561

MARATHON
SWEENY TO TEXAS CITY PIPELINE - SWTC
COUNTY OF GALVESTON, TEXAS
GALVESTON COUNTY, TEXAS

DRAWN BY: WJR	DATE: 09/10/25	DWG. NO. SW-TC-211.000 REV 1	REV. 1
CHECKED BY: WJC	DATE: 09/10/25	SHEET 1 OF 1	
SCALE: N.T.S.	PROJ. NO. 66701		

EXHIBIT "B"
GALVESTON COUNTY, TEXAS
JOHN D. MOORE SURVEY
ABSTRACT NO. 150

Graphic Scale in Feet
600' 300' 0 600'

N

VICINITY MAP
N.T.S.
A-150
℄ OF PIPELINE EASEMENT

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	N 83°55'50" E	440.24'

SW-TC-217.000
COUNTY OF GALVESTON OF THE STATE OF TEXAS
VOLUME 1675, PAGE 450
VOLUME 1685, PAGE 39
VOLUME 2097, PAGE 241
VOLUME 2097, PAGE 254
O.P.R.G.C.TX.

SW-TC-221.000
INEOS CHOCOLATE BAYOU PIPELINE, LLC
EXHIBIT "A"
INSTRUMENT NO. 2011020456
O.P.R.G.C.TX.

INTERSTATE HIGHWAY 45

P.O.C.
FOUND 3" BRASS CAP MARKED "TEXAS DEPT. OF TRANSPO."
X: 3,259,384.62
Y: 13,694,528.91

FOUND 1" PLASTIC CAP MARKED "TEST HOLE"
X: 3,259,710.34
Y: 13,694,020.78

SW-TC-000.000
INEOS CHOCOLATE BAYOU PIPELINE, LLC
CALLED 5.3628 ACRES
INSTRUMENT NO. 2011020456
O.P.R.G.C.TX

11,424 SQ. FT. ATWS

S 36°42'08" W - 1,593.08'
S 49°17'59" W 1,108.08'

SW-TC-217.030
CROSSING PERMIT
CITY OF LAMARQUE
O.P.R.G.C.TX.

P.O.B.
X: 3,258,432.50
Y: 13,693,251.65

L1

P.O.T.
X: 3,258,870.27
Y: 13,693,298.20

SW-TC-215.000
BRET FLOYD, ET AL
RESIDUE OF TRACT 1
INSTRUMENT NO. 2008045280
O.P.R.G.C.TX.

℄ OF PIPELINE EASEMENT

SW-TC-216.000
ARTHUR B. LEWIS, ET AL
RESIDUE OF TRACT 2
INSTRUMENT NO. 2008045280
O.P.R.G.C.TX.

SEE SHEET 2 FOR DETAIL

LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
O.P.R.G.C.TX.	OFFICIAL PUBLIC RECORDS, GALVESTON COUNTY, TEXAS
I.R.	IRON ROD
I.P.	IRON PIPE
CONC. MON.	CONCRETE MONUMENT
FNC. CNR.	FENCE CORNER
N.T.S.	NOT TO SCALE
●	FOUND MONUMENT - AS DESCRIBED
○	POINT OF INTERSECTION
℄	PROPERTY LINE
	CENTERLINE OF PERMANENT EASEMENT
℄	SECTION LINE
	CENTERLINE OF TEMPORARY ACCESS ROAD

STATE OF TEXAS
REGISTERED
WILLIAM J. CASH
3808
PROFESSIONAL
LAND SURVEYOR

NOTES:

1. THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 2, ROUTE SURVEY.
2. BASIS OF BEARING: NAD83, TEXAS STATE PLANE SOUTH CENTRAL, US SURVEY FOOT
3. OWNERSHIP AND DEED REFERENCES DETERMINED BY MARATHON.
4. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT - LIMITED TITLE PROVIDED BY MARATHON.

TOTAL LENGTH OF CENTERLINE: 440.24 FEET = 26.68 RODS
PIPELINE EASEMENT: 22,012 SQ. FT. = 0.51 AC.
TEMPORARY WORKSPACE (TWS): 21,903 SQ. FT. = 0.50 AC.
ADDITIONAL TEMP. WORKSPACE (ATWS): 158,801 SQ. FT. = 3.65 AC.

William Cash 9/22/2025
WILLIAM J. CASH
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 3808

REV	DATE	BY	DESCRIPTION	CHK
1	09/22/25	IED	REV. PER CLIENT COMMENTS	WJC
0	09/11/25	IED	ISSUED FOR ACQUISITION	WJC

encompass
ENCOMPASS SERVICES, LLC
14800 ST. MARY'S LANE SUITE 230
HOUSTON, TEXAS 77079
OFFICE NUMBER: 832-781-4800
TBPLS# - 10194561

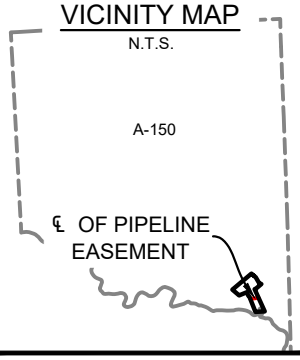
MARATHON
SWEENY TO TEXAS CITY PIPELINE - SWTC
COUNTY OF GALVESTON OF THE STATE OF TEXAS
GALVESTON COUNTY, TEXAS

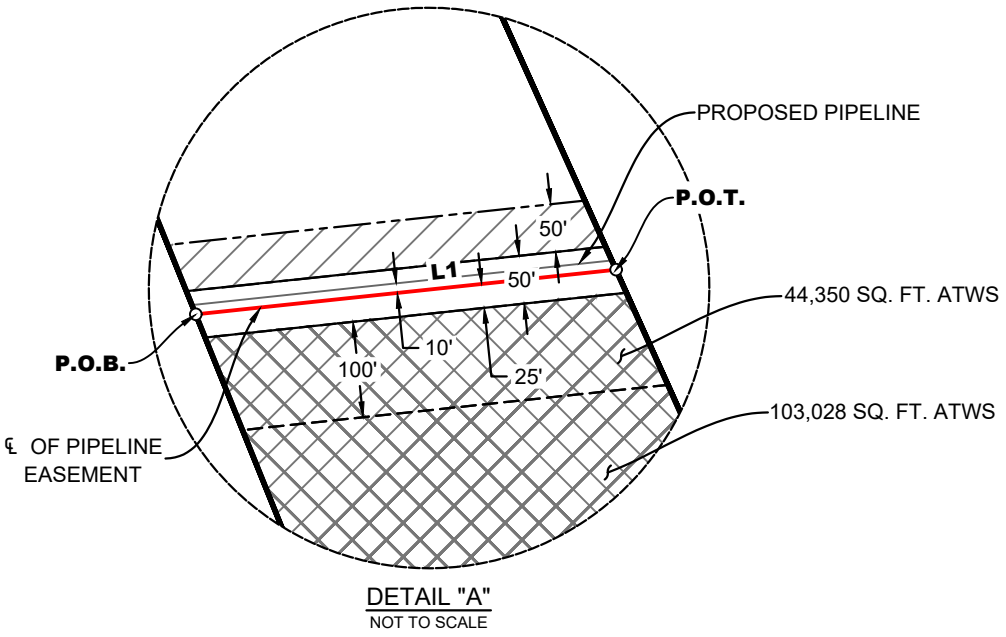
DRAWN BY: IED	DATE: 09/22/25	DWG. NO. SW-TC-217.000 REV 0 SHEET 1 OF 2	REV. 1
CHECKED BY: WJC	DATE: 09/22/25		
SCALE: 1" = 600'	PROJ. NO. 66701		

EXHIBIT "B"
GALVESTON COUNTY, TEXAS
JOHN D. MOORE SURVEY
ABSTRACT NO. 150

N

VICINITY MAP
N.T.S.





DETAIL "A"
NOT TO SCALE

LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
OPR	OFFICIAL PUBLIC RECORDS, GALVESTON COUNTY, TEXAS
I.R.	IRON ROD
I.P.	IRON PIPE
CONC. MON.	CONCRETE MONUMENT
FNC. CNR.	FENCE CORNER
N.T.S.	NOT TO SCALE
●	FOUND MONUMENT - AS DESCRIBED
o	POINT OF INTERSECTION
℄	PROPERTY LINE
	CENTERLINE OF PERMANENT EASEMENT
℄	SECTION LINE
	CENTERLINE OF TEMPORARY ACCESS ROAD

STATE OF TEXAS
REGISTERED
WILLIAM J. CASH
3808
PROFESSIONAL
LAND SURVEYOR

NOTES:

1. THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 2, ROUTE SURVEY.
2. BASIS OF BEARING: NAD83, TEXAS STATE PLANE SOUTH CENTRAL, US SURVEY FOOT
3. OWNERSHIP AND DEED REFERENCES DETERMINED BY MARATHON.
4. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT - LIMITED TITLE PROVIDED BY MARATHON.

TOTAL LENGTH OF CENTERLINE: 440.24 FEET = 26.68 RODS

PIPELINE EASEMENT: 22,012 SQ. FT. = 0.51 AC.

TEMPORARY WORKSPACE (TWS): 21,903 SQ. FT. = 0.50 AC.

ADDITIONAL TEMP. WORKSPACE (ATWS): 158,801 SQ. FT. = 3.65 AC.

William Cash 9/22/2025

WILLIAM J. CASH
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 3808

REV	DATE	BY	DESCRIPTION	CHK
1	09/22/25	IED	REV. PER CLIENT COMMENTS	WJC
0	09/11/25	IED	ISSUED FOR ACQUISITION	WJC

encompass
ENCOMPASS SERVICES, LLC
14800 ST. MARY'S LANE SUITE 230
HOUSTON, TEXAS 77079
OFFICE NUMBER: 832-781-4800
TBPLS# - 10194561

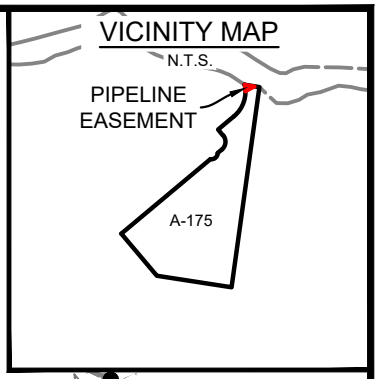
MARATHON
SWEENY TO TEXAS CITY PIPELINE - SWTC
COUNTY OF GALVESTON OF THE STATE OF TEXAS
GALVESTON COUNTY, TEXAS

DRAWN BY: IED	DATE: 09/22/25	DWG. NO. SW-TC-217.000 REV 0 SHEET 2 OF 2	REV. 1
CHECKED BY: WJC	DATE: 09/22/25		
SCALE: N.T.S.	PROJ. NO. 66701		

EXHIBIT "B"
GALVESTON COUNTY, TEXAS
J. SPILLMAN SURVEY
ABSTRACT NO. 175

Graphic Scale in Feet
400' 200' 0 400'

N



CURVE TABLE					
NUMBER	LENGTH	RADIUS	DELTA	CH DIRECTION	CH LENGTH
C1	53.61	250.00	12°17'11"	N 06°41'23.76" W	53.51

LINE TABLE		
NUMBER	BEARING	LENGTH
L2	S 80°25'58" E	81.52'
L3	S 61°54'02" W	84.06'

P.O.C.
FOUND 1" I.R.
X: 3,254,903.66
Y: 13,691,453.45

SW-TC-201.000,
SW-TC-202.000,
SW-TC-204.000,
SW-TC-205.000,
SW-TC-206.000,
SW-TC-207.000,
SW-TC-208.000
INEOS CHOCOLATE BAYOU PIPELINE, LLC
COMBINED 2.9486 ACRES
INSTRUMENT NO. 2011020456
O.P.R.G.C.TX.

N 52°27'56" E - 1,664.58'

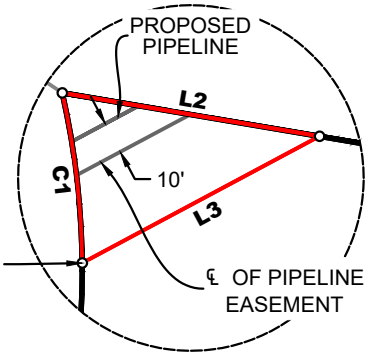
P.O.B.
X: 3,256,223.64
Y: 13,692,467.65

FOUND 1" PLASTIC CAP
X: 3,259,710.34
Y: 13,694,020.78

S 66°04'54" W
3,733.14'

SEE DETAIL "A"

SW-TC-211.000
COUNTY OF GALVESTON, TEXAS
CALLED 22.54 ACRES
VOLUME 1389. PAGE 168
O.P.R.G.C.TX.



DETAIL "A"
NOT TO SCALE

LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
O.P.R.G.C.TX.	OFFICIAL PUBLIC RECORDS, GALVESTON COUNTY, TEXAS
I.R.	IRON ROD
I.P.	IRON PIPE
CONC. MON.	CONCRETE MONUMENT
FNC. CNR.	FENCE CORNER
N.T.S.	NOT TO SCALE
●	FOUND MONUMENT - AS DESCRIBED
○	POINT OF INTERSECTION
℄	PROPERTY LINE
	CENTERLINE OF PERMANENT EASEMENT
℄	SECTION LINE
	CENTERLINE OF TEMPORARY ACCESS ROAD

STATE OF TEXAS
REGISTERED
WILLIAM J. CASH
3808
PROFESSIONAL
LAND SURVEYOR

NOTES:

1. THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 2, ROUTE SURVEY.
2. BASIS OF BEARING: NAD83, TEXAS STATE PLANE SOUTH CENTRAL, US SURVEY FOOT
3. OWNERSHIP AND DEED REFERENCES DETERMINED BY MARATHON.
4. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT - LIMITED TITLE PROVIDED BY MARATHON.

TOTAL LENGTH OF CENTERLINE: 40.33 FEET = 2.44 RODS
PIPELINE EASEMENT: 2,042 SQ. FT. = 0.05 AC.

William Cash 09/11/2015

WILLIAM J. CASH
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 3808

REV	DATE	BY	DESCRIPTION	CHK
1	09/10/25	IED	REV. PER CLIENT COMMENTS	WJC
0	09/04/25	WJR	ISSUED FOR ACQUISITION	WJC

encompass
ENCOMPASS SERVICES, LLC
14800 ST. MARY'S LANE SUITE 230
HOUSTON, TEXAS 77079
OFFICE NUMBER: 832-781-4800
TBPLS# - 10194561

MARATHON
SWEENY TO TEXAS CITY PIPELINE - SWTC
COUNTY OF GALVESTON, TEXAS
GALVESTON COUNTY, TEXAS

DRAWN BY: WJR	DATE: 09/10/25	DWG. NO. SW-TC-211.000 REV 1	REV. 1
CHECKED BY: WJC	DATE: 09/10/25	SHEET 1 OF 1	
SCALE: 1" = 400'	PROJ. NO. 66701		

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*41.

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

Consideration of authorizing the County Judge to execute a pipeline easement agreement under Highland Bayou Diversion Channel to BANGL, LLC submitted by Platting & Right-of-Way

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	6/1/26 10:03 am

Tracts # **SW-TC-188.030**

County: **Galveston**
State: **Texas**

Pipeline Easement Agreement
Marathon Pipeline

The State of Texas §
§ **Know All Men By These Presents:**
County of Galveston §

Whereas, the undersigned, the **County of Galveston,** a political subdivision of the State of Texas, acting by and through its County Commissioners' Court, (hereinafter referred to as **"Grantor"**), and **BANGL, LLC ("Grantee")**; and

Whereas, Grantor is the owner of certain real property located in Galveston County, Texas and more particularly described in Exhibit "A" Thomas Toby Survey SW-TC-188.030 REV 1; and

Whereas, Grantee has requested a right of way and a pipeline easement across portions of Grantor's property for the installation, operation, maintenance, repair, replacement, and removal of an underground pipeline to be run underwater; and

Whereas, Grantee has provided surveyed metes-and-bounds descriptions and plats for the proposed easement route, identified as **SW-TC-188.030**, which together define the easement; and

Whereas, Grantor is willing to grant such easement subject to the terms, conditions, covenants, and restrictions set forth herein**.**

Now, Therefore, Know All Men By These Presents:

That Grantor, for and in consideration of the sum of **Twenty-Nine Thousand, One Hundred Forty and 00/100 ($29,140.00) Dollars** paid to the **County of Galveston,** cash in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, and subject to the terms, conditions, covenants and restrictions hereinafter set forth does hereby **Grant, Bargain, Sell and Convey** unto **Grantee,** unto Grantee a pipeline easement and right-of-way as follows:

1. to survey, clear, excavate for, lay, install, construct, use, operate, idle, inspect, maintain, protect, repair, upgrade, replace, alter, test, patrol, change the size of, relocate, and remove, but for no other purpose in each case, pipelines and related facilities (the "***Facilities***") for the transportation of petroleum, petroleum products, crude oil, liquids, gases, and water (and similar products) over, across, in, on, under, and through an area of

the Property being more particularly described on Exhibit A, and as shown and depicted on Exhibit B (such area, the "***Easement Area***"), exhibit being attached hereto and incorporated herein. Grantee may, from time to time, place pipeline appurtenances and related facilities within the Easement Area, including valves, signage, markers, corrosion control equipment, and communications equipment.

2. together with the right of ingress and egress in, on, over, across, and through the lands described in Exhibit "A" attached hereto for any and all purposes convenient to exercise the rights and privileges herein granted during the period of initial installation; and

3. together with, after the period of initial installation, the subsequent right of ingress and egress in, on, over, across, and through the lands described in Exhibit "B" attached hereto for any and all purposes convenient to exercise the rights and privileges herein granted at all other times.

   See Exhibit "A" Thomas Toby Survey SW-TC-188.030 REV 1
   See Drawings labeled "Sheets 1-2" Exhibit "B" Thomas Toby Survey SW-TC-188.030 REV 1

4. The easement consists of:
   SW TC 188.030 – 29.14 rods

5. Intentionally Deleted

6. Restoration Obligations
   Promptly following construction, Grantee shall restore all disturbed areas to pre-existing grade and condition, as near as reasonably practical, and re-establish vegetation, remove debris, and correct any subsidence or erosion.

Special terms, conditions, covenants, restrictions, and reservations:

(1) Grantee shall comply with the most stringent requirements concerning the rights and privileges herein granted, imposed by:

- all state, federal, and local regulations, including but not limited to those imposed now or in the future by the **United States Department of Transportation (DOT) (49CFR Part 191and others),** the **Texas Railroad Commission (RRC) (TAC Title 16 Part 1 Chapter 8 and others),** or **TxDot;** and

(2) That in the event any of the following requirements are more stringent than those imposed in (1) above that Grantee will:

- bury the pipeline at least forty-eight inches (48'") below the lowest surface of the ground, including any existing flow lines of drainage ditches or drainage structures;
- provide at least twenty-four inches ("24") clearance between the outer casing of the pipeline and any existing buried utility (pipeline or other utilities) or **City of La Marque, WCID #19, TxDot,** or **Galveston County-owned** storm or other drainage lines, sewers, and appurtenances;

- pay for damages caused to above or below ground existing utility lines and appurtenances, drainage ditches, or storm or other drainage lines, sewers and appurtenances on or adjacent to the land caused by its construction, operation, maintenance, and removal operations;
- upon discontinuance, remove all pipeline and other improvements installed by **Grantee** in accordance with regulations prescribed by the **DOT,** the **RRC, TxDOT, WCID #19, and** the **City of La Marque,** and restore the land to the condition it was in prior to installation of the pipeline.

(3) Grantee shall indemnify, defend, and hold harmless Grantor against all claims, suits, liabilities, and expenses caused on account of injury or death of persons or damage to property resulting from Grantee's exercise of the rights and privileges herein granted, except to the extent caused by or resulting from Grantor's gross negligence or willful misconduct.

(4) This conveyance is also made and accepted subject to the following matters, to the extent same are in effect at this time:

- any and all other easements, rights-of-way, and prescriptive rights, whether of record or not found on, in and under the ground, all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, all previously recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and other instruments, including tax liens and conveyances that affect the property; rights of adjoining owners in any wall or fences or other improvements on a common boundary line, any discrepancies, conflicts or shortages in area or boundary lines, and any encroachments or overlapping of improvements.

(5) **Grantor** conveys the property "as is" "with all faults" and without warranty as to condition or environmental hazard.

(6) **Grantor** disclaims any warranty, guaranty, or representation, oral or written, on:

- the nature and condition of the property or other items conveyed hereunder, including, without limitation, the water, soil, and geology;
- the suitability of the property conveyed hereunder for any and all activities and uses which **Grantee** may elect to conduct thereon;
- the existence of any environmental hazards or conditions thereon, including but not limited to the presence of asbestos or other hazardous materials; and
- compliance with applicable environmental laws, rules, or regulations.

(7) **Grantor** reserves the right to grant subsequent easements or rights of way or to otherwise use and enjoy the land as long as such subsequent easements or rights of way or other use of the land does not unreasonably interfere with **Grantee's** enjoyment of the rights and privileges herein granted.

Grantor believes but does not warrant that it is the owner of the land and has the right, title, and capacity to grant the rights and easements herein granted, and that the address of **Grantor (County of Galveston** only) is as set out below. This instrument may be granted in several counterparts, and any such counterpart shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The covenants and obligations of this **Pipeline Easement Agreement** shall run with the land and shall be binding upon the successors and assigns of the parties hereto; and the rights and

easements herein granted may, upon notice to **Grantor,** be leased or assigned, together and separately, and in whole or in part.

Executed this _____ day of_____, 2026.

County of Galveston
722 Moody, Suite 200
Galveston, Texas 77550

_____
Mark A. Henry
County Judge

Attest:

_____
Dwight D. Sullivan
County Clerk

Acknowledgment

The State of Texas §
§
County of Galveston §

Before Me, the undersigned authority, on this day personally appeared **Mark A. Henry, County Judge** for the **County of Galveston**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of **Galveston County.**

Given Under My Hand and Seal of Office, on this the _____ day of _____, 2026.

_____
Notary Public
In and for the State of Texas
My Commission expires: _____

Executed this 21st day of May, 2026.

BANGL, LLC
200 East Hardin Street
Findlay, Ohio 45840

Name: Austin Guyer

Title: Authorized Signatory

Attest:

AMB Approved as to Form

Secretary

Acknowledgement

The State of Indiana §
§
County of Hendricks §

Before Me, the undersigned authority, on this day personally appeared Austin Guyer, Authorized Signatory for, **BANGL, LLC,** known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said **BANGL, LLC.**

Given Under My Hand and Seal of Office, on this the 21 day of May, 2026.

Thaddius S. Dawkins II
Notary Public
In and for the State of Indiana
My Commission expires: 5/13/2032

EXHIBIT "A"
GALVESTON COUNTY, TEXAS
THOMAS TOBY SURVEY
ABSTRACT NO. 196

BEING A CENTERLINE DESCRIPTION OF A FIFTY (50) FOOT WIDE PIPELINE EASEMENT AND RIGHT-OF-WAY, BEING TWENTY-FIVE (25) FEET ON EACH SIDE, LOCATED IN THOMAS TOBY SURVEY, ABSTRACT NO. 196, GALVESTON COUNTY, TEXAS, BEING OUT OF AND A PART OF A TRACT OF LAND, RECOGNIZED AS THE HIGHLAND BAYOU DIVERSION CHANNEL , OF GALVESTON COUNTY, TEXAS; SAID CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS AND DISTANCES CITED HEREIN ARE GRID BASED ON THE NAD 83, TEXAS STATE PLANES COORDINATE SYSTEM, SOUTH CENTRAL ZONE, US SURVEY FEET):

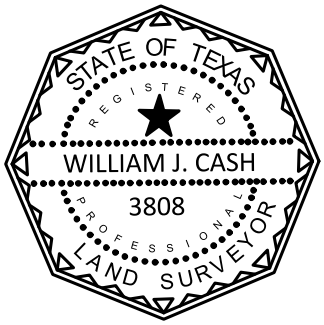
COMMENCING AT A 1 INCH PLASTIC CAP MARKED "RPLS 4728" (X: 3,239,374.20, Y: 13,679,579.41) FOUND FOR THE SOUTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED BY DEED TO ESTEBAN GONZALEZ & CAROLINE SANTOS, CALLED 6.808 ACRES, AS RECORDED UNDER INSTRUMENT NUMBER 2013039038 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS;

THENCE, NORTH 53°51'14" EAST, A DISTANCE OF 2,377.96 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID DIVERSION CHANNEL FOR THE **POINT OF BEGINNING** (X: 3,241,294.44, Y: 13,680,982.04) OF THE HEREIN DESCRIBED EASEMENT;

THENCE, THROUGH SAID DIVERSION CHANNEL, NORTH 64°58'39" EAST, A DISTANCE OF 480.79 FEET TO A POINT ON THE NORTHERLY LINE OF SAID DIVERSION CHANNEL FOR THE **POINT OF TERMINATION** (X: 3,241,730.11, Y: 13,681,185.40) OF THE HEREIN DESCRIBED EASEMENT WHICH BEARS NORTH 66°18'03" WEST, A DISTANCE OF 1,695.38 FEET FROM A 1 INCH T-POST (X: 3,243,282.51, Y: 13,680,503.97) FOUND FOR THE NORTHEAST CORNER OF THAT CERTAIN 136.508 ACRE TRACT OF LAND DESCRIBED BY DEED TO RAMSHUR INVESTMENTS III, RECORDED IN INSTRUMENT NO. 2002064664 OF THE OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS.

THE SIDE LINES OF SAID PIPELINE EASEMENT ARE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE ON SAID PARCEL BOUNDARY LINES.

THE TOTAL LENGTH OF THE ABOVE DESCRIBED SURVEY LINE IS 480.79 FEET (29.14 RODS), WITH THE PIPELINE EASEMENT CONTAINING AN AREA OF 24,040 SQUARE FEET OR 0.55 ACRES OF LAND, MORE OR LESS.



William Cash 5/07/2026

WILLIAM J. CASH
REGISTERED PROFESSIONAL LAND
SURVEYOR TEXAS REGISTRATION NO. 3808

REV	DATE	BY	DESCRIPTION	CHK
1	05/07/26	IED	ADDED PIPE	WJC
0	05/07/26	IED	ISSUED FOR ACQUISITION	WJC

encompass
ENCOMPASS SERVICES, LLC
14800 ST. MARY'S LANE SUITE 230
HOUSTON, TEXAS 77079
OFFICE NUMBER: 832-781-4800
TBPLS# - 10194561

MARATHON
SWEENY TO TEXAS CITY PIPELINE - SWTC
HIGHLAND BAYOU DIVERSION CHANNEL
GALVESTON COUNTY, TEXAS

DRAWN BY: IED	DATE: 05/07/26	DWG. NO. SW-TC-188.030 REV 1	REV. 1
CHECKED BY: WJC	DATE: 05/07/26	SHEET 1 OF 1	
SCALE: N.T.S.	PROJ. NO. 66701		

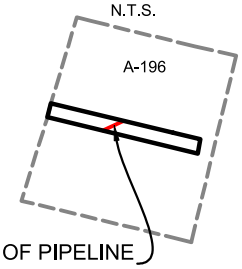
EXHIBIT "B"
GALVESTON COUNTY, TEXAS
THOMAS TOBY SURVEY
ABSTRACT NO. 196

Graphic Scale in Feet

600' 300' 0 600'

N

VICINITY MAP
N.T.S.



SW-TC-187.000
ESTEBAN GONZALEZ &
CAROLINE SANTOS
CALLED 6.808 ACRES
INSTRUMENT NO. 2013039038
P.R.G.C.TX.

SW-TC-189.000
7600 PROPERTIES LLC.
CALLED 95.100 ACRES
INSTRUMENT NO. 2011019052
P.R.G.C.TX.

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	N 64°58'39" E	480.79'

℄ OF PIPELINE EASEMENT

SEE DETAIL "A"

P.O.T.
X: 3,241,730.11
Y: 13,681,185.40

SW-TC-188.030
HIGHLAND BAYOU
DIVERSION CHANNEL

L1

N 66°18'03" W - 1,695.38'

P.O.B.
X: 3,241,294.44
Y: 13,680,982.04

N 53°51'14" E - 2,377.96'

FOUND 1" T-POST
SE COR. TRACT
X: 3,243,282.51
Y: 13,680,503.97

P.O.C.
FOUND 1" PLASTIC CAP
MARKED "RPLS 4728"
X: 3,239,374.20
Y: 13,679,579.41

TX-TC-188.000
RAMSHUR INVESTMENTS III
CALLED 136.508 ACRES
INSTRUMENT NO. 2002064664
P.R.G.C.TX.

SEE SHEET 2 FOR DETAIL

LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
OPR	(OFFICIAL PUBLIC RECORDS, GALVESTON COUNTY, TEXAS
I.R.	IRON ROD
I.P.	IRON PIPE
CONC. MON.	CONCRETE MONUMENT
FNC. CNR.	FENCE CORNER
N.T.S.	NOT TO SCALE
●	FOUND MONUMENT - AS DESCRIBED
○	POINT OF INTERSECTION
℄	PROPERTY LINE
	CENTERLINE OF PERMANENT EASEMENT
℄	SECTION LINE
	CENTERLINE OF TEMPORARY ACCESS ROAD

STATE OF TEXAS
REGISTERED
WILLIAM J. CASH
3808
PROFESSIONAL
LAND SURVEYOR

NOTES:

1. THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 2, ROUTE SURVEY.
2. BASIS OF BEARING: NAD83, TEXAS STATE PLANE SOUTH CENTRAL, US SURVEY FOOT
3. OWNERSHIP AND DEED REFERENCES DETERMINED BY MARATHON.
4. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT - LIMITED TITLE PROVIDED BY MARATHON.

TOTAL LENGTH OF CENTERLINE: 480.79 FEET = 29.14 RODS
PIPELINE EASEMENT: 24,040 SQ. FT. = 0.55 AC.

William Cash 5/07/2026

WILLIAM J. CASH
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 3808

REV	DATE	BY	DESCRIPTION	CHK
1	05/07/26	IED	ADDED PIPE	WJC
0	05/07/26	IED	ISSUED FOR ACQUISITION	WJC

encompass
ENCOMPASS SERVICES, LLC
14800 ST. MARY'S LANE SUITE 230
HOUSTON, TEXAS 77079
OFFICE NUMBER: 832-781-4800
TBPLS# - 10194561

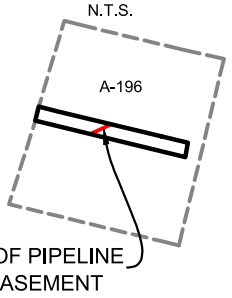
MARATHON
SWEENY TO TEXAS CITY PIPELINE - SWTC
HIGHLAND BAYOU DIVERSION CHANNEL
GALVESTON COUNTY, TEXAS

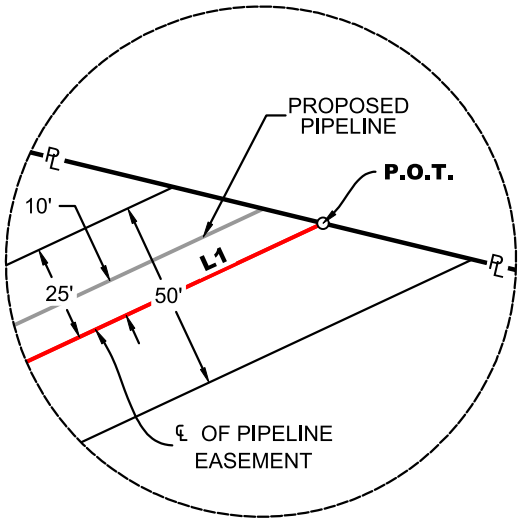
DRAWN BY: IED	DATE: 05/07/26	DWG. NO. SW-TC-188.030 REV 1	REV. 1
CHECKED BY: WJC	DATE: 05/07/26	SHEET 1 OF 1	
SCALE: 1" = 600'	PROJ. NO. 66701		

EXHIBIT "B"
GALVESTON COUNTY, TEXAS
THOMAS TOBY SURVEY
ABSTRACT NO. 196

N

VICINITY MAP
N.T.S.





DETAIL "A"
NOT TO SCALE

LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
OPR	(OFFICIAL PUBLIC RECORDS, GALVESTON COUNTY, TEXAS
I.R.	IRON ROD
I.P.	IRON PIPE
CONC. MON.	CONCRETE MONUMENT
FNC. CNR.	FENCE CORNER
N.T.S.	NOT TO SCALE
●	FOUND MONUMENT - AS DESCRIBED
o	POINT OF INTERSECTION
℄	PROPERTY LINE
	CENTERLINE OF PERMANENT EASEMENT
℄	SECTION LINE
	CENTERLINE OF TEMPORARY ACCESS ROAD

STATE OF TEXAS
REGISTERED
WILLIAM J. CASH
3808
PROFESSIONAL
LAND SURVEYOR

NOTES:

1. THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 2, ROUTE SURVEY.
2. BASIS OF BEARING: NAD83, TEXAS STATE PLANE SOUTH CENTRAL, US SURVEY FOOT
3. OWNERSHIP AND DEED REFERENCES DETERMINED BY MARATHON.
4. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT - LIMITED TITLE PROVIDED BY MARATHON.

William Cash 5/07/2026

WILLIAM J. CASH
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 3808

REV	DATE	BY	DESCRIPTION	CHK
1	05/07/26	IED	ADDED PIPE	WJC
0	05/07/26	IED	ISSUED FOR ACQUISITION	WJC

encompass
ENCOMPASS SERVICES, LLC
14800 ST. MARY'S LANE SUITE 230
HOUSTON, TEXAS 77079
OFFICE NUMBER: 832-781-4800
TBPLS# - 10194561

MARATHON
SWEENY TO TEXAS CITY PIPELINE - SWTC
HIGHLAND BAYOU DIVERSION CHANNEL
GALVESTON COUNTY, TEXAS

DRAWN BY: IED	DATE: 05/07/26	DWG. NO. SW-TC-188.030 REV 1	REV. 1
CHECKED BY: WJC	DATE: 05/07/26	SHEET 2 OF 2	
SCALE: N.T.S.	PROJ. NO. 66701		

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*42.

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

Consideration of authorizing the County Judge to execute an easement to TxDOT for the SH 146 project submitted by Platting & Right-of-Way

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	6/1/26 2:06 pm

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

RIGHT OF WAY EASEMENT

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON § KNOW ALL MEN BY THESE PRESENTS:

That, **GALVESTON COUNTY, TEXAS, a Texas political subdivision,** of the County of Galveston, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of **ONE THOUSAND TWO HUNDRED FIFTY-SEVEN AND 33/100 DOLLARS ($1,257.33)** to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, do by these presents Grant, Bargain, Sell and Convey unto the State of Texas an easement in, along, upon and across the property which is situated in the County of Galveston, State of Texas, which is more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

This easement conveyed herein is for the purpose of opening, constructing and maintaining a permanent channel or drainage easement in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which the State deems necessary.

And for the same consideration described above and upon the same conditions, the Grantor has this day granted and conveyed and by these presents does grant and convey unto the State of Texas any and all improvements presently existing upon the property in said Exhibit "A".

It is hereby understood and by the acceptance of this instrument it is recognized that Grantor retains title to all of the oil, gas and sulphur and other mineral interests in and under said land, but waives any and all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; provided, however, that operations for the exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside of the highway right of way including the property described in said Exhibit "A" and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the Texas Department of Transportation or create a hazard to the public users thereof; it being intended, however, that nothing herein shall affect the rights of the State to take and use without additional compensation any water, stone, earth, gravel, caliche, iron ore gravel or any other road-building materials upon, in, and under said land for the construction and maintenance of the State Highway System of Texas, except where the taking of road-building materials would interfere with the reasonable use of Grantor's improvements to which

Grantor is retaining title, that are presently existing upon, over, across, and under the property in said Exhibit "A".

It is hereby agreed that in the event of future construction, reconstruction, expansion, relocation, rehabilitation, maintenance or other work on facilities owned and operated by either Grantor or the State of Texas within the area described on EXHIBIT "A", where such work will disturb, detrimentally affect, or significantly interfere with the facilities or responsibilities of either party, a minimum of 30 days written notice will be given the other party before such work is undertaken, unless an emergency situation occurs that requires immediate action. If immediate action is required, the other party will be notified promptly.

To the extent permitted by the laws and Constitution of the State of Texas, TxDOT agrees that all of its equipment, material, signs, lighting or landscaping, located temporarily or permanently on the property described in EXHIBIT "A", shall not interfere with utility's facilities and the State of Texas assumes liability of its equipment and any damage it may cause.

STATE OF TEXAS ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN. STATE OF TEXAS EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND STATE OF TEXAS ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE VALUE, ENVIRONMENTAL AND PHYSICAL CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY AND THAT THE STATE OF TEXAS HAS RELIED EXCLUSIVELY ON ITS OWN INSPECTION AND INVESTIGATION OF THE PROPERTY IN DECIDING TO ACQUIRE THE RIGHTS GRANTED HEREUNDER.

TO HAVE AND TO HOLD the easement described in EXHIBIT "A" and herein conveyed together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the State of Texas forever; and Grantor hereby binds itself, its successors or assigns, to Warrant and Forever Defend, all and singular, the said easement unto the State of Texas and its assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

(Signature Page to Follow)

GRANTOR:

Galveston County, Texas, a Texas political subdivision

By: _____
Printed Name: _____
Title: _____
Date: _____

Corporate Acknowledgment
State of Texas
County of _____

This instrument was acknowledged before me on _____, 2026 by _____, _____of Galveston County, Texas, a Texas political subdivision. The acknowledging person personally appeared by:

☐ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code chapter 406, subchapter C.

_____
Notary Public's Signature

281.210.1750
TBPELS F-1386
TBPELS 10110501
www.LJA.com
480 Wildwood Forest Drive , Suite 500, The Woodlands, Texas 77380

Galveston County, Texas
722 Moody Avenue, Floor 6
Galveston, Texas 77550

CenterPoint Energy Houston Electric, LLC
1111 Louisiana Street, 7th Floor
Houston, Texas 77002

Dean Pipeline Company, LLC,
C/O Enterprise Products
Attn: Douglas Wagner
1100 Louisiana Street, Rm. 12.003
Houston, Texas 77002

TxC ROW Project ID: R00003825
TxC Parcel ID: P00071640 (347)
ROW CSJ: 0389-06-092
County: Galveston
Highway: SH 146
Location: West of State Highway 146, north of FM 646, Texas City, Texas 77518
District: Houston

Dear Property Owners:

Our negotiations for highway right of way across your property have progressed to the point that you have indicated a willingness to sign an easement in return for payment as agreed to in our previous discussions. It is thought to be in the best interests of both you and the Texas Department of Transportation to confirm this agreement in order to avoid any possible misunderstanding as to the details of the purchase or the process by which the Department will make payment.

Your property consists of 0.0657 acre (2,862 square feet) located west of State Highway 146, north of FM 646, Texas city, Texas 77518. The right of way being purchased by the Texas Department of Transportation has been thoroughly explained. The payment of the amount of **$3,772.00** as herein agreed to will constitute full payment to be made by the Texas Department of Transportation for the easement to be conveyed to the State. The State and Owners have agreed to the following provisions:

Until payment is made by the State, title and possession of the property interest to be conveyed remain with you. You shall bear all risk of loss to any and all such property prior to such payment. Either you or the State shall have the right to terminate this agreement.

After the date of payment of the purchase price, you will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in conveying easement for use by the Texas Department of Transportation. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the easement to the Department and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. You may file a written request for review if you believe that the Department failed to properly determine the eligibility for or the amount of incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the claim must be filed with this office within six months after you are notified of the Department's determination on any claim for reimbursement.

The payment of the amount herein stated and the terms provided constitute the only promises, consideration and conditions of this purchase; and, no other promises, consideration or conditions have been signified or implied, save and except any benefits which may accrue to you under the State's Relocation Assistance Program and the mutual benefits to be derived by you and the Texas Department of Transportation from the signing of this agreement.

The State, without cost to you as the owner, will pay the cost of recording all instruments conveying title to the State.

It is suggested that you carefully review the proposed easement and satisfy yourself (-selves) as to its (their) provisions. With your signing of this agreement and execution of the easement, the State will proceed with the issuance of a State warrant, which will be made out jointly to you and to Charter Title Company, agent for The State of Texas. This company has been designated as the State's closing agent and is responsible to see that the Texas Department of Transportation obtains clear interest . They will not endorse the warrant and make payment until clear interest is secured. At the same time, you have the right not to endorse the warrant and accept payment until you are fully satisfied on all details of the transaction.

Sincerely,

Bill Hansen

Bill Hansen, Right of Way Specialist
LJA Engineering, Inc., acting on behalf of the Texas Department of Transportation
February 13, 2026

We understand the Texas Department of Transportation proposal as contained in this agreement and hereby acknowledge receipt of the brochure entitled "Relocation Assistance."

We understand that relocation assistance benefits are handled entirely separate from and in addition to this transaction and agree that our execution of the Right of Way Easement is based on this understanding.

Galveston County, Texas

By:
Name:
Title:

CenterPoint Energy Houston Electric, LLC, a Texas limited liability company

By: Matthew R. Dowell
Name: Matthew R. Dowell
Title: Agent & Attorney-in-Fact

Dean Pipeline Company, LLC, a Texas limited liability company

By:
Name:
Title:

EXHIBIT A

County: Galveston
Highway: SH 146
Limits: From Harris/Galveston County Line to FM 1764
RCSJ No.: 0389-06-092

Property Description for Parcel 347

Being a 0.0657 of an acre (2,862 square feet) parcel of land situated in the Edward Payne Survey, Abstract No. 164, Galveston County, Texas, being a part of Lily Street (unimproved) (40' R.O.W.) and a portion of First Street (unimproved) (30' R.O.W.) both of record under Volume 3, Page 6 of the Galveston County Map Records (G.C.M.R.), said 0.0657 of an acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a found 5/8-inch iron rod with plastic cap stamped "GeoSurv" on the existing northerly right-of-way line of Lily Street, being at the southerly corner of that certain called 19.207 acre tract of land conveyed from Mrs. Catharine Davis Gauss, D. Christian Guass, Waters S. Davis, III, Roger H. Davis and Jeremy S. Davis to Houston Lighting & Power Company by deed recorded September 14, 1962 under Volume 1513, Page 643 of the Deed Records of Galveston County, Texas (D.R.G.C.) (now known as CenterPoint Energy Houston Electric, LLC by Galveston County Clerk File No. 2002050910 of the Official Public Records of Real Property Galveston County, Texas);

THENCE, North 50°00'48" East, along the existing northerly right-of-way line of said Lily Street, being the southerly line of said 19.207 acre tract, a distance of 254.73 feet to a set 5/8-inch iron rod with TxDOT aluminum cap on the proposed westerly right-of-way line of State Highway 146 (width varies) and for the POINT OF BEGINNING of the herein described parcel, having surface coordinates of N=13,753,535.18, E=3,241,793.35 and located 170.01 feet right of and perpendicular to baseline station 596+51.34;

1. THENCE, North 50°00'48" East, continuing along the existing northerly right-of-way of said Lily Street, being the southerly line of said 19.207 acre tract, passing at a distance of 20.37 feet a found 5/8-inch iron rod with TxDOT aluminum cap at the southwesterly corner of that certain called Channel Easement conveyed from Catherine Davis Gauss to the State of Texas by deed executed November 19, 1941 and recorded under Volume 637, Page 525, D.R.G.C., and continuing along the existing northerly right-of-way of said Lily Street, being the southerly line of said 19.207 acre tract and said Channel Easement for a total distance of 50.92 feet to a set 5/8-inch iron rod with TxDOT aluminum cap point on the existing westerly railroad right-of-way line of the Galveston, La Porte & Houston Railroad Company by deed executed May 2, 1895 and recorded under Volume 182, Page 632, D.R.G.C. and by deed dated June 19, 1895 and recorded under Court Minutes, Book 12, Page 300 of the Galveston County Court Records (G.C.C.R.), being the intersection of the existing northerly right-of-way line of said Lily Street with the existing easterly right-of- way line of First Street, same being the southeasterly corner of said 19.207 acre tract, also being the northeasterly corner of the herein described tract, located 120.00 feet right of and perpendicular to baseline station 596+41.71, from which a found 1-1/2-inch iron pipe bears South 49°59'23" West, a distance of 1.00 feet;

EXHIBIT A

2. THENCE, South 29°05’40” East, along the said existing westerly railroad right-of-way line of Galveston, La Porte & Houston Railroad Company, being the existing easterly right-of-way line of First Street, passing at a distance of 40.73 feet a found 5/8-inch iron rod with TxDOT aluminum cap and continuing for a total distance of 68.23 feet to a found 5/8-inch iron rod with TxDOT aluminum cap on the proposed westerly right-of-way line of State Highway 146 and at the southeasterly corner of the herein described tract, located 120.00 feet right of and perpendicular to baseline station 597+09.94;**

3. THENCE, South 50°00’48” West, leaving the said existing westerly railroad right-of-way line of Galveston, La Porte & Houston Railroad Company, over and across First Street, along the proposed westerly right-of-way line of State Highway 146, a distance of 30.55 feet to a found 5/8-inch iron rod with TxDOT aluminum cap on the existing westerly right-of-way line of said First Street, the easterly line Lot 20, Block 1 of The Clifton Land and Production Company Subdivision, a subdivision of record under Volume 3, Page 6, G.C.M.R., being the easterly line of the called Lots 12-20 and 9 feet of Lot 11, Block 1, Lots 12-20 & 32-40 and 9 feet of Lots 11 and 31, Block 2, Lots 12-20 & 32-40 and 9 feet of Lots 11 and 31, Block 3, Lots 12-19 & 32-40 and 9 feet of Lots 11 and 31, Block 4, and undivided ½ interest in Lot 20, Block 4 of the Clifton Land and Production Company Subdivision a tract of land described in deed to Dean Pipeline Company LLC effective January 1, 2019 as recorded in Document 2019020532 of the Official Public Records of Galveston County, Texas (calculated 8.916 acres per Galveston County Appraisal District)., same being the south corner of the herein described tract and located 150.00 feet right of and perpendicular to baseline station 597+15.72;

4. THENCE, North 29°05’40” West, along the easterly line of said Lot 20 and said calculated 8.916 acre tract, being the existing westerly right-of-way line of said First Street, along the proposed westerly right-of-way line of State Highway 146, a distance of 27.50 feet to the intersection of the existing westerly right-of-way line of said First Street with the existing southerly right-of-way line of said Lily Street, being the northeasterly comer of said Lot 20 and calculated 8.916 acre tract, located 150.00 feet right of and perpendicular to baseline station 596+88.22, from which a found 5/8-inch iron rod with cap stamped “TRC” bears South 31°07’00” East, a distance of 0.36 feet;

5. THENCE, South 50°00’48” West, along the existing southerly right-of-way line of said Lily Street, being the northerly line of said calculated 8.916 acre tract, same being the northerly line of Lot 20 of said The Clifton Land and Production Company Subdivision, a distance of 20.37 feet to a set 5/8-inch iron rod with TxDOT aluminum cap on the proposed westerly right-of-way line of State Highway 146 and at the southwesterly comer of the herein described tract and located 170.01 feet right of and perpendicular to baseline station 596+92.07;

6. THENCE, North 29°05’39” West, over and across Lily Street, along the proposed westerly right-of-way line of State Highway 146, a distance of 40.73 feet to the POINT OF BEGINNING and containing 0.0657 of an acre (2,862 square feet) parcel of land.

EXHIBIT A

Notes:

All bearings and coordinates are based on the Texas Coordinate System, South Central Zone, North American Datum of 1983 (1993 Adjustment). All distances and coordinates are surface and may be converted to grid by dividing by a combined adjustment factor of 1.00013. Source of bearings: Stations TXRS, TXAG, TXLM, TXGA were held horizontally.

** The monument described and set in this call may be replaced with a TxDOT Type II Right-of-Way Marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

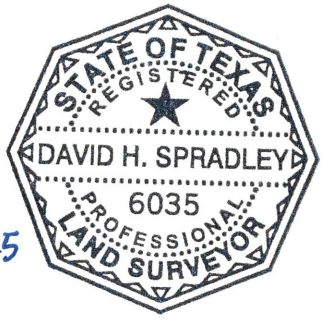
A parcel plat of even date was prepared in conjunction with this property description.

Access will be permitted to the remainder property abutting the highway facility.

Revised November, 2025
Reduced taking acreage of parcel by Quiddity Engineering, LLC.

I, David Spradley, a Registered Professional Land Surveyor, do hereby certify that the property description hereon and the accompanying parcel plat of even date represent an actual on-the-ground survey made by me or under my supervision.

David H. Spradley



David H. Spradley
Registered Professional Land Surveyor
Texas Registration Number 6035

11/14/25

Prepared by: Quiddity Engineering
2322 West Grand Parkway North, Suite 150
Katy, Texas 77449-7821
(832) 913-4000
TBPELS Firm Registration Number 10046100

NOTES:
1. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 1993 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00013. SOURCE OF BEARINGS: STATIONS TXRS, TXAG, TXLM, TXGA WERE HELD HORIZONTALLY.

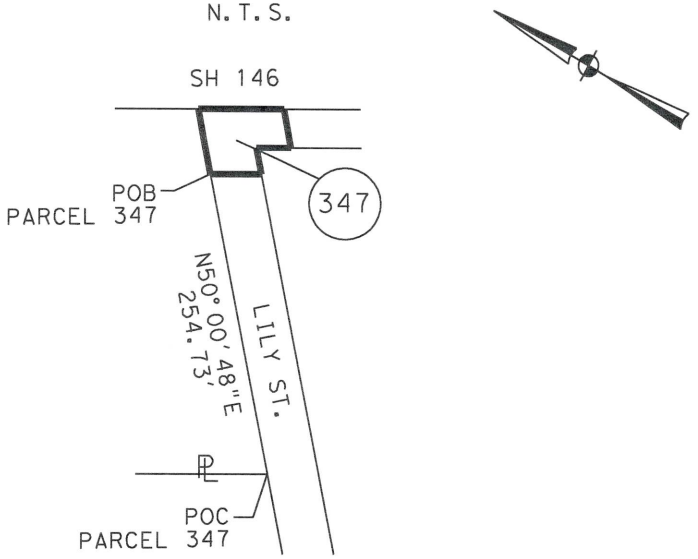
2. ABSTRACT INFORMATION PROVIDED BY POSTLE PROPERTY SERVICES, INC., FROM JANUARY 2014 THROUGH APRIL 2014. FIELD SURVEYING WAS PERFORMED FROM JANUARY 2014 THROUGH OCTOBER 2025.

3. ** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TXDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.

4. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

5. ACCESS WILL BE PERMITTED TO THE REMAINDER PROPERTY ABUTTING THE HIGHWAY FACILITY.

PARCEL 347
PARENT TRACT INSET
N.T.S.



LEGEND

■	5/8" IRON ROD WITH TxDOT ALUM. CAP SET
□	FOUND 5/8" IRON ROD WITH TxDOT ALUM. CAP
○	FOUND MONUMENT (AS INDICATED)
(XXX)	RECORD INFORMATION
—℄—	PROPERTY LINE (OWNERSHIP DIVISION)
—|/—	DEED LINE (OWNERSHIP IN COMMON)
—∿—	DISTANCE NOT TO SCALE
℄	SH 146 ENGINEER'S BASELINE
(500)	PARCEL NUMBER FOR R.O.W. ACQUISITION
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCMENT
U.E.	UTILITY EASEMENT
ESMT.	EASEMENT
O.P.R.G.C.	OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS
O.P.R.R.P.G.C.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF GALVESTON COUNTY, TEXAS
D.R.G.C.	DEED RECORDS OF GALVESTON COUNTY, TEXAS
G.C.M.R.	GALVESTON COUNTY MAP RECORDS
G.C.C.R.	GALVESTON COUNTY COURT RECORDS
G.C.A.D.	GALVESTON COUNTY APPRAISAL DISTRICT

STATE OF TEXAS
REGISTERED
DAVID H. SPRADLEY
6035
PROFESSIONAL
LAND SURVEYOR

David H. Spradley
11/14/25

PAGE 4 OF 5

REVISED NOVEMBER, 2025
REDUCED TAKING ACREAGE OF PARCEL BY QUIDDITY ENGINEERING, LLC.
*CALCULATED

EXISTING	TAKING	REMAINING
*0.0657	0.0657 AC. 2,862 SQ.FT.	0.00 AC. RT

GEO Solutions, LLC
25211 Grogan's Mill Road, Ste. 375
The Woodlands, Texas 77380
Office: 281-681-9766
Firm No. 100159-00

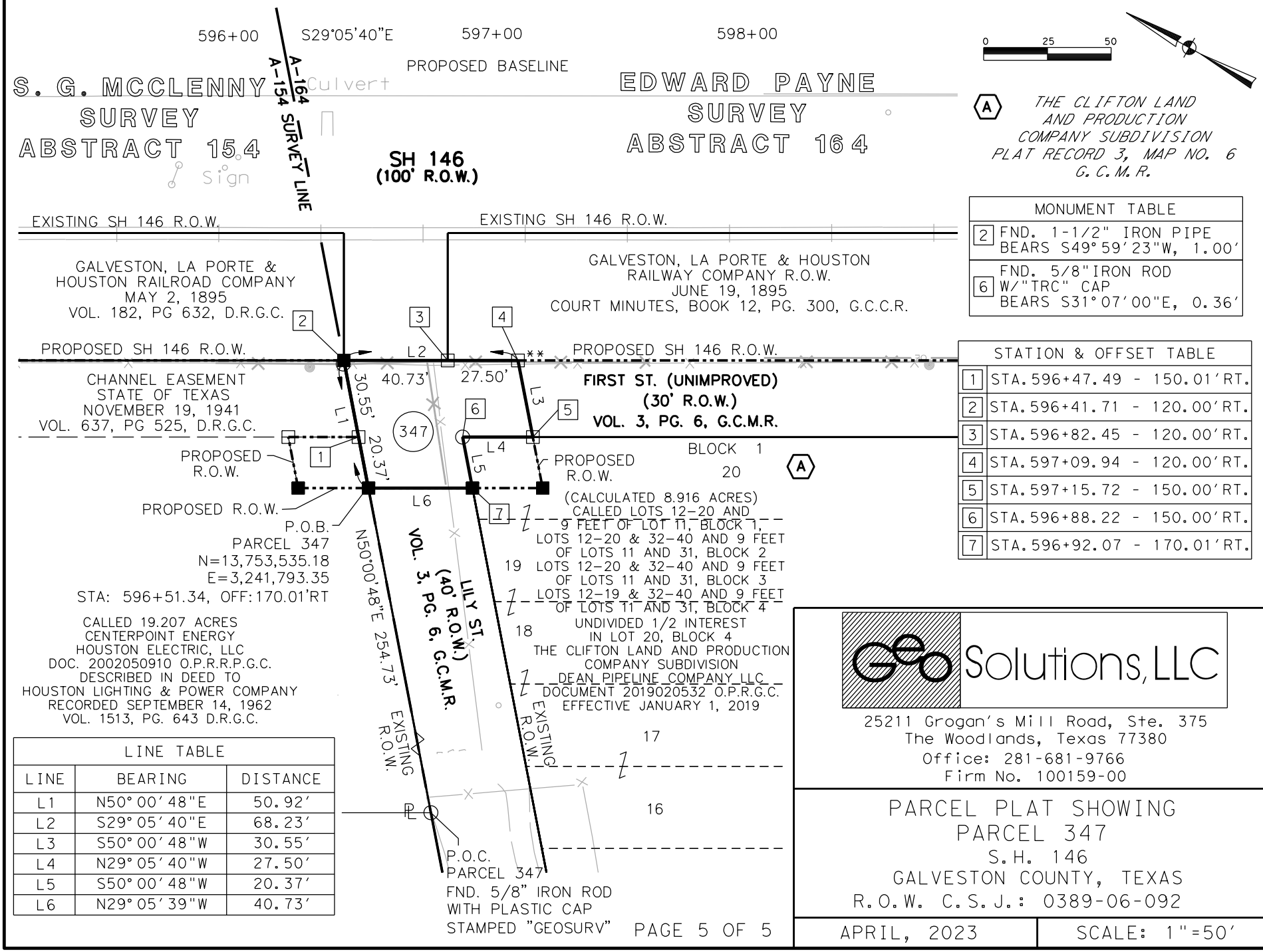
PARCEL PLAT SHOWING

PARCEL 347

S.H. 146
GALVESTON COUNTY, TEXAS
R.O.W. C.S.J.: 0389-06-092

APRIL, 2023 | SCALE: N.T.S.

FILE: SH 146 P-347.dgn



MONUMENT TABLE	
2	FND. 1-1/2" IRON PIPE BEARS S49°59'23"W, 1.00'
6	FND. 5/8" IRON ROD W/"TRC" CAP BEARS S31°07'00"E, 0.36'

STATION & OFFSET TABLE	
1	STA. 596+47.49 - 150.01'RT.
2	STA. 596+41.71 - 120.00'RT.
3	STA. 596+82.45 - 120.00'RT.
4	STA. 597+09.94 - 120.00'RT.
5	STA. 597+15.72 - 150.00'RT.
6	STA. 596+88.22 - 150.00'RT.
7	STA. 596+92.07 - 170.01'RT.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N50°00'48"E	50.92'
L2	S29°05'40"E	68.23'
L3	S50°00'48"W	30.55'
L4	N29°05'40"W	27.50'
L5	S50°00'48"W	20.37'
L6	N29°05'39"W	40.73'

GeoSolutions, LLC
25211 Grogan's Mill Road, Ste. 375
The Woodlands, Texas 77380
Office: 281-681-9766
Firm No. 100159-00

PARCEL PLAT SHOWING PARCEL 347

S.H. 146
GALVESTON COUNTY, TEXAS
R.O.W. C.S.J.: 0389-06-092

APRIL, 2023 | SCALE: 1"=50'

FILE: SH 146 P-347.dgn

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*43.

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

Consideration of approval of a road opening request from Clint Hardy for Nichols Ave., Dickinson and acceptance of the approx. 310 LF into the county road maintenance system submitted by Platting & Right-of-Way

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/29/26 11:19 am

MICHAEL C. SHANNON, PE, CFM
COUNTY ENGINEER

ELIZABETH ROBERTSON
PLATTING & RIGHT-OF-WAY AGENT

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

May 28, 2026

Honorable Judge Henry
and County Commissioners
Galveston County, Galveston, Texas

Re: Road Opening Request 26-1, Continuation of Nichols Ave

Gentlemen,

Mr. Clint Hardy has submitted a Road Opening Request for the continuation of Nichols Ave as shown on the attached exhibit. We are requesting Commissioners Court approve this request and add approximately 310 linear feet to the county road maintenance system.

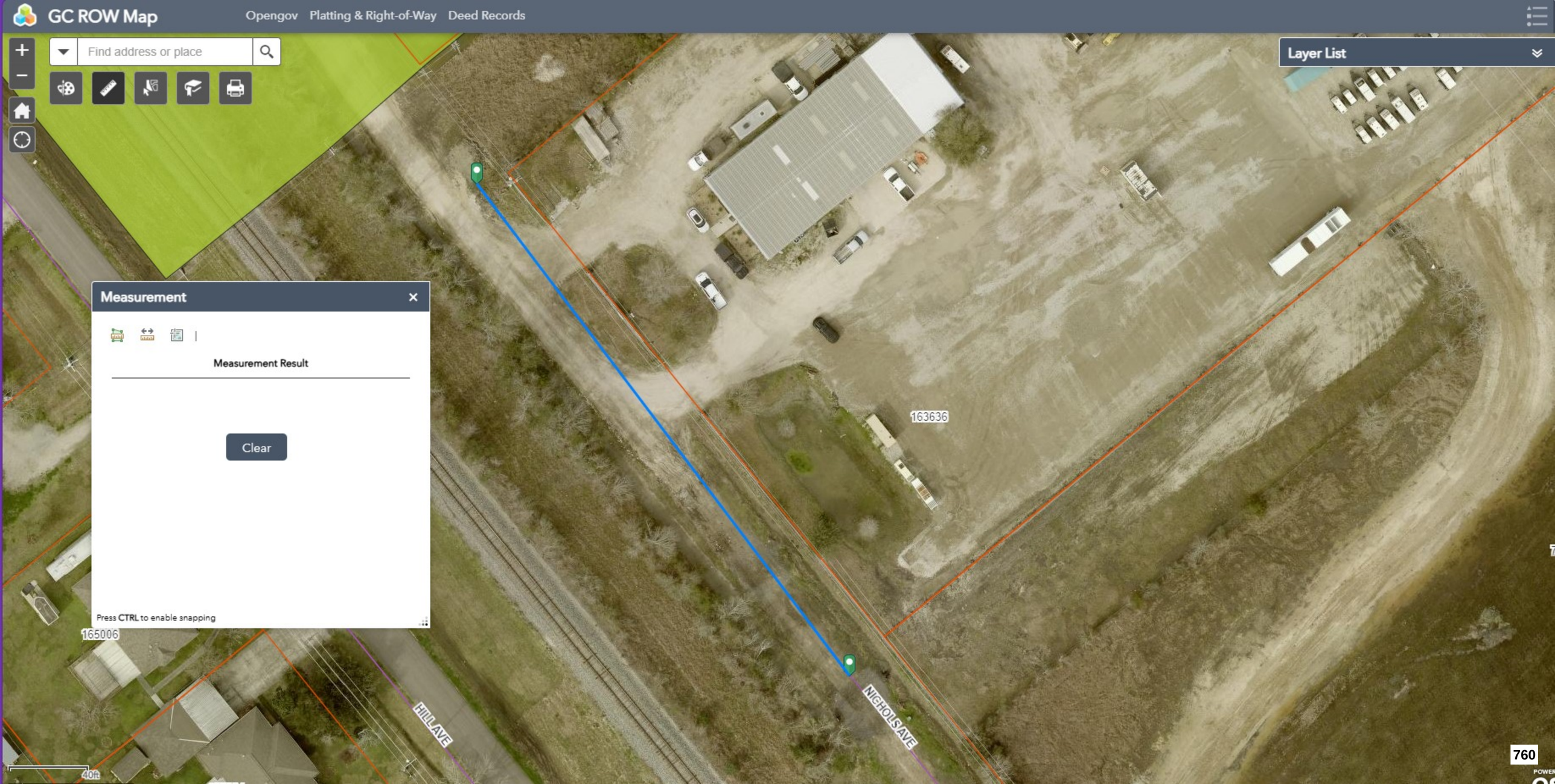
Respectfully,

ERobertson

Elizabeth Robertson

Encl.

Cc: Michael Shannon, County Engineer
Zachary Smith, Road Administrator


GC ROW Map
Opengov
Platting & Right-of-Way
Deed Records
Find address or place
Layer List
Measurement
Measurement Result
Clear
Press CTRL to enable snapping
163636
165006
HILL AVE
NICHOLS AVE
40ft
760

Record No: ROR-26-1

Road Opening Request

Status: Active

Submitted On: 1/13/2026

Primary Location

2015-2099 Nichols Ave, Dickinson, Texas, 77539 - 1981-2013 Nichols Ave, Dickinson, Texas, 77539 (Segment)

Owner

No owner information

Applicant

Clint Hardy
713-823-0890
cmh243@yahoo.com
2025 Nichols Ave
Dickinson , TX 77579

Right-of-Way Information

Name of right-of-way you are requesting to be opened*

Nichols Ave

Nearest City/Town*

Dickinson

Do you currently have access to the property by an opened public road?*

No

Approximate length of road requested.*

350

Is a ditch crossing required?*

No

Property Information

Address or parcel no. for the property you are requesting the road to be extended to*

2025 Nichols Ave

Are there any existing structures on the property?*

Yes

Number of Existing Structures*

1

Type of Structure(s)*

officebuilding

Do you own any other property in Galveston County?*

Yes

Please list other parcel number(s) here:*

158195, 291000

Additional Comments

Yall are extending the road from the south for the neighbor, and asking if we can keep continuing the road please to our north fence line which is the LC/Dickinson line.....THANKS FOR CONSIDERATION!!!

Applicant Acknowledgments

I acknowledge that I am not a developer, as defined by Section 3.02 of said regulations;*

☑

I acknowledge that if this application is approved, and no existing structures exist, proof that construction on a residence or business will be provided as soon as the road base is installed;*

☑

I acknowledge that if construction of a residence or business has not begun within 60 days of the installation of the base materials, I will be responsible for reimbursing Galveston County for the road construction.*

☑

I acknowledge that I have read Galveston County's Regulations Relating to Opening County Roads;*

Clint Hardy
Jan 12, 2026

Attachments

Copy of Recorded Deed REQUIRED
Deed 20221121131725796.PDF.pdf
Uploaded by Clint Hardy on Jan 13, 2026 at 6:11 AM

Tax Certificates for All Property Owned in Galveston County REQUIRED
hardy properties Galv Co.pdf
Uploaded by Elizabeth Robertson on May 4, 2026 at 2:31 PM
3 Versions

Current survey or plat map showing location of road to be opened. REQUIRED
Survey.pdf
Uploaded by Clint Hardy on Jan 13, 2026 at 6:11 AM



Aerial

Screenshot .jpg

Uploaded by Elizabeth Robertson on May 20, 2026 at 10:31 AM

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*44.

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

Consideration of approval of application from Kevin and Kelli Roberts for a partial replat of Alta Loma Outlots subdivision submitted by Platting & Right-of-Way

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/29/26 11:24 am

On this the 8th day of June, 2026, the Commissioners' Court of Galveston County, Texas convened in a regular meeting with the following members thereof present:

Mark Henry, County Judge;
Darrell A. Apffel, Commissioner, Precinct No. 1;
Joe Giusti, Commissioner, Precinct No. 2;
Hank Dugie, Commissioner, Precinct No. 3;
Robin Armstrong MD, Commissioner, Precinct No. 4;
Dwight Sullivan, County Clerk

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

WHEREAS, the subdivision plat of Alta Loma Outlots subdivision is presently on file with the County Clerk of Galveston County. It may be found recorded in Book 10, Map 21 of the Map Records of Galveston County, Texas to:

WHEREAS, by the application attached hereto as Exhibit "A", Kevin and Kelli Roberts have filed their Petition and Application for permission to revise a portion of Outlot 355; and

WHEREAS, Local Government Code, Sec. 232.009 requires notice of this application be sent to owners of the lots that are within 200 feet of the subdivision plat to be revised and posted on the county website; and

BE IT THEREFORE ORDERED, that Michael Shannon, County Engineer be authorized and directed to give notice of this application in a newspaper of general circulation in Galveston County, the attached notice at least 3 times during the period that begins on the 30th day and ends on the 7th day before the date of the meeting which the Commissioners Court will consider the application.

BE IT THEREFORE ORDERED, that the time and place at which this Court will meet to consider the application and to hear protests to the revision of the subdivision plat will be July 20, 2026 at 9:30 a.m. in the following location:

Galveston County North Annex
174 Calder
League City Texas

UPON MOTION DULY MADE AND SECONDED the above Order was passed this 8th day of June, 2026.

COUNTY OF GALVESTON, TEXAS

BY: _____
Mark Henry, County Judge

ATTEST:

_____
Dwight Sullivan, County Clerk

By: _____, Deputy

METES AND BOUNDS DESCRIPTION
2.000 Acres (87,120 Square Feet)
A.P. THOMPSON SURVEY, ABSTRACT NUMBER 192
GALVESTON COUNTY, TEXAS

ALL that certain 2.000 acres (87,120 square feet) of land situated in the A.P. Thompson Survey, Abstract Number 192, Galveston County Texas, being out of and a part of Outlot Number Three Hundred and Fifty Five (355) of ALTA LOMA, a map or plat of which is of record in Volume 10, Page 21 of the Map Records of Galveston County, Texas, and further being all of that certain tract of land described to Kevin Roberts and Kelli Roberts in a General Warranty Deed with Vendor's Lien recorded at Clerk's File Number 2025013029 of the 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 1983, South Central Zone 4204, Texas Coordinate System of 1983, South Central Zone 4204, and are tied to NGS Mark "ALTA LOMA RM 1" (PID AW0499) (N:13,703,547.15; E:3,213,742.81) All coordinates shown hereon are reported in grid. All area quantities are reported in surface.

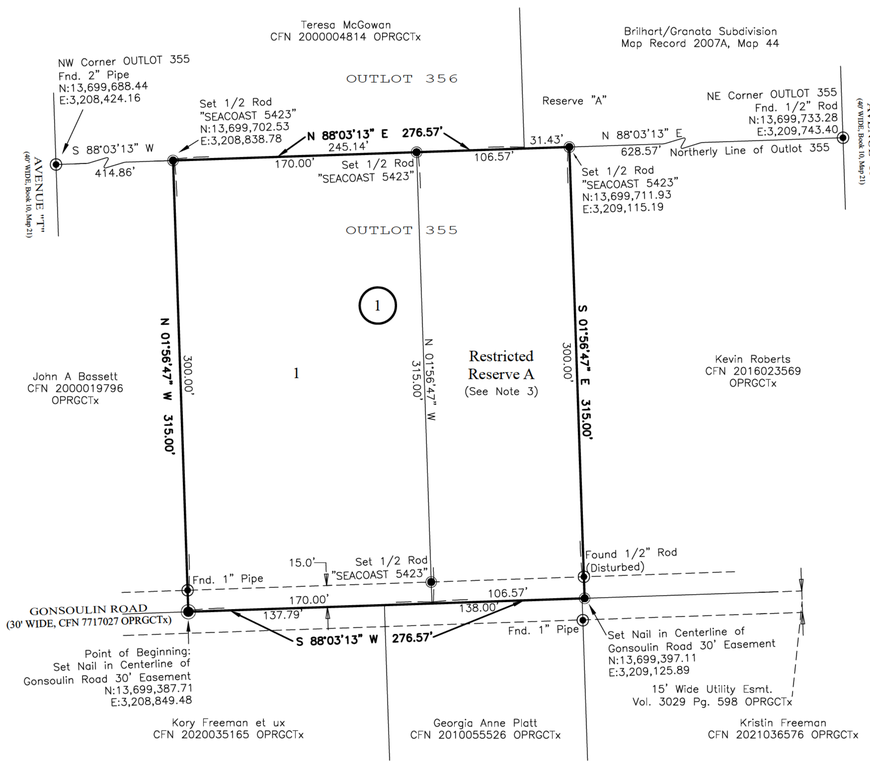
BEGINNING at a nail set in the centerline of a 30 foot wide roadway easement granted by Gerald B. Gonsoulin et al. in a Deed recorded at Clerk's File Number 7717027 of the O.P.R.G.C.T., commonly referred to as Gonsoulin Road, and the northerly line of a certain tract of land described to Kory Freeman et ux. in a General Warranty Deed with Vendor's Lien at Clerk's File Number 2020035165 of the O.P.R.G.C.T., for the southeast corner of that certain tract described to John A. Bassett in a General Warranty Deed recorded at Clerk's File Number 2000019796 of the O.P.R.G.C.T. and the southwest corner of the herein described tract (N:13,699,387.71; E:3,208,849.48);

THENCE, with the easterly line of said Bassett Tract and the westerly line of the herein described tract, North 01 Degree 56 Minutes 47 Seconds West, at a distance of 15 feet pass a 1 inch iron pipe found in the northerly line of said 30 foot roadway easement, and continue, in all a distance of 315.00 feet to a 1/2 inch iron rod with plastic cap stamped "SEACOAST 5423" set in the northerly line of said Outlot 355, and the southerly line of Outlot 356 of said Alta Loma, and the southerly line of that certain tract described to Teresa McGowan in a Warranty Deed with Vendor's Lien recorded at Clerk's File Number 2000004814 of the O.P.R.G.C.T., for the northeast corner of said Bassett Tract and the northwest corner of the herein described tract (N:13,699,702.53; E:3,208,838.78), from which a 2 inch iron pipe found in the easterly R.O.W. line of Avenue "T" (Called 40 feet wide, Alta Loma) for the northwest corner of said Outlot 355 bears South 88 Degrees 03 Minutes 13 Seconds West, a distance of 414.86 feet;

THENCE, with the southerly line of said McGowan Tract and the northerly line of the herein described tract, North 88 Degrees 03 Minutes 13 Seconds East, at a distance of 245.14 feet pass the southwest corner of said Brilhart/Granata Subdivision, and continue in all a distance of 276.57 feet to a 1/2 inch iron rod with plastic cap stamped "SEACOAST 5423" set for the northwest corner that certain tract described to Kevin Roberts in a Warranty Deed with Vendor's Lien recorded at Clerk's File Number 2016023569 of the O.P.R.G.C.T., (N:13,699,711.93; E:3,209,115.19), from which a 1/2 inch iron rod (no cap) found in the westerly Right-of-Way (R.O.W.) line of Avenue "R" (40 feet wide, Alta Loma) for the southeast corner of Outlot 356 of said Alta Loma and Lot 2 of Brilhart/Granata Subdivision, a subdivision of record at Map Record 2007A, Map Number 44 of the Map Records of Galveston County, Texas, and the northeast corner of Outlot 355 bears North 88 Degrees 03 Minutes 13 Seconds East, a distance of 628.57 feet;

THENCE, with the westerly line of said Roberts Tract (2016023569) and the easterly line of the herein described tract, South 01 Degree 56 Minutes 47 Seconds East, at a distance of 300.00 feet pass a 1/2 inch rod (disturbed) found in the northerly line of said 30 foot roadway easement, and continue, in all a distance of 315.00 feet to a nail set in the centerline of said 30 foot roadway easement and the northerly line of that certain tract described to Kristin Freeman in a Warranty Deed with Vendor's Lien recorded at Clerk's File Number 2021036576 of the O.P.R.G.C.T., for the southeast corner of the herein described tract (N13,699,397.11; E:3,209,125.89)

THENCE, with the centerline of said 30 foot roadway easement, and the northerly lines of said Kristin Freeman Tract, that certain tract of land described to Georgia Anne Platt in a General Warranty Deed at Clerk's File Number 2010055526 of the O.P.R.G.C.T., and said Kory Freeman Tract, a distance of 276.57 feet to the POINT OF BEGINNING and containing 2.000 acres (87,120 square feet) of land.



A.P. THOMPSON SURVEY
ABSTRACT NO. 192

Parcel	ACRES	SQ. FEET
Lot 1	1.229	53,550
Res. A	0.771	33,570
TOTAL	2.000	87,120

GENERAL NOTES:

1) According to the FEMA FIRM Community Number 485470, Panel No. 0380 G, effective date August 15, 2019, this property lies within Unshaded Zone X (Areas determined to be outside the 0.2% annual chance floodplain).

2) All bearings shown hereon are based upon the Texas Coordinate System of 1983, South Central Zone 4204 and are tied to NGS Mark ALTA LOMA RM 1 (AW0499) (N:13,703,547.15; E: 3,213,742.81).

3) Reserve A is restricted to its current use as pasture. No residential dwellings may be constructed upon Reserve A unless a subsequent replat permitting such use is approved.

4) This plat was prepared with the benefit of a City Planning Letter: South Land Title; GF No. TP25108983, with an effective date of April 12, 2026.

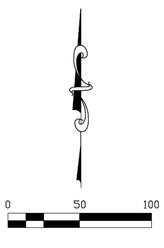
-RESTRICTIONS:
None of Record

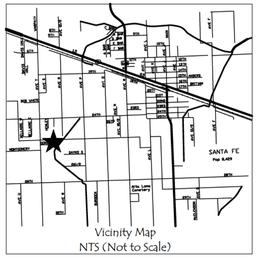
-EASEMENTS:

1) 30 foot wide roadway easement granted and dedicated by Gerald B. Gonsoulin, et al. for the use of the respective owners of abutting lots and tracts filed at Galveston County Clerk's File No. 7717027. (Surveyor notes this item was not included within the City Planning Letter, affects southerly 15 feet of subject tract, shown hereon.)

-LIENS:

None Found.





STATE OF TEXAS {}
COUNTY OF GALVESTON {}

We, Kevin and Kelli Roberts, hereinafter referred to as Owners of the 2.000 Acres (87,120 Square Feet) described in the above and foregoing map of ROBERTS RESERVE, 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 utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an 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 declare and agree that all parcels of land designated as lots on this plat are originally intended for the construction of residential dwelling unites thereon and shall be restricted for the same under the terms and conditions of such restrictions filed separately.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to prevent the drainage of any septic tanks into any public or private street, road, 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 and labeled as Wetland Building Line on the attached plat, giving Galveston County or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

FURTHER, 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 do hereby covenant and agree that those streets located within the boundaries of this plat are always available for the general use of said owners and to the public for firemen, fire fighting equipment, police and other emergency vehicles of whatever nature at all times.

FURTHER, Owners 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.

_____
Kevin Roberts

STATE OF TEXAS {}

COUNTY OF GALVESTON {}

BEFORE ME, the undersigned authority, on this day personally appeared Kevin Roberts, 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 _____, 2026.

_____
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

_____, 2026, at _____ O'clock, _____ M., and duly recorded on

_____, 2026, at _____ O'clock, _____ M., in Plat Record Instrument #

_____, 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 ROBERTS RESERVE as mapped, approved by the Commissioners' Court of Galveston County, Texas, by order of _____, 2026.

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 platted 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

ROBERTS RESERVE

2.000 Acres (87,120 Square Feet) of land situated in the A.P. THOMPSON SURVEY, ABSTRACT NUMBER 192 situated in Galveston, County, Texas, and being a partial replat ALTA LOMA OUTLOT NUMBER 355, of record at Book 10, Map 21 of the Galveston County Map Records.
1 Lot and 1 Reserve in 1 Block

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

Owner: Kevin Roberts
13216 Gonsoulin Road, Santa Fe, Texas 77510
May 2026 Scale: 1" = 50' 25-0475

Record No: PLAT-26-9

Subdivision Platting and Replatting

Status: Active

Submitted On: 5/5/2026

Primary Location

13208 GONSOULIN RD
SANTA FE, TX 77510

Owner

Kevin Roberts
Gonsoulin St 13216 Santa Fe, TX 77510

Applicant

Caleb Tomlinson
409-684-6400
[redacted]
975 Lazy Lane W
Crystal Beach, TX 77650

Property Owner

Is the applicant the owner?*

No

Property Owner Name*

Kevin Roberts

Company Contact

Owner Mailing Address*

13216 Gonsoulin St

Owner City*

Santa Fe

Owner State*

Texas

Owner ZIP Code*

77510

Owner Email*

[redacted]

Owner Phone*

8326402769

General Information

Type of Plat*

Replat

Name of Proposed Plat/Amended Plat*

Roberts Reserve

Number of Original Lots*

1

Number of Proposed Lots*

1

Number of Proposed Reserves*

1

Total Number of Lots and Reserves

2

Total Acreage of Proposed Plat*

2

Legal Description of Proposed Location*

ABST 47 L CRAWFORD SUR PT OF OUTLOT 355 (355-12) ALTA LOMA OUTLOTS (The north 315 feet of the east 276.57 feet of the west 691.43 feet of Outlot 355, of ALTA LOMA OUTLOTS)

Purpose of Proposed Replat or Amending Plat*

Create a reserve on the west 106.57 feet of the property.

Is proposed Property located within Texas City or Santa Fe ETJ?*

Santa Fe

Drainage District*

Galveston County Drainage District No. 1

Is your proposed subdivision or replat within 1000 feet of Mean High Tide?*

No

Water Supply*

Private - Well

Sewage Disposal*

Private Septic

Are any roads proposed in the plat?*

No

Is there a lienholder on the property?*

No

Additional Information or Comments

Are there any existing structures on the propery?*

Yes

Acknowledgement and Signature

Applicant is aware that they must provide an adequate easement and drainage improvements to an adequate outfall without adversely affecting existing conditions (the applicant's engineer should fully review drainage design requirements in the subdivision regulations). In most cases the applicant must provide mitigation for increased run off, fill and other impacts (i.e. on site detention or other means.). Public roads can not be routed thru private detention areas.

Minimum lot sizes are required by the Galveston County Health District for subdivisions with septic and/or water wells.

All subdivisions require the filing of a plat and compliance with the County's Subdivision Regulations before work begins.

Applicant is fully aware of the County Subdivision regulations and the requirements for paving, drainage & testing, and inspection.

All road and drainage construction materials must be pre-approved and inspection and testing must be coordinated with the county inspector before the work begins.

Subdivision Regulations can be found by clicking HERE.

Drainage Detention Guidelines can be found by clicking HERE.

I have read and acknowledge the above*

Caleb Tomlinson
May 5, 2026

Attachments

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*45.

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

Grant Award/Agreement

1) **Court Date:** 6/8/2026
2) **Department:** Parks and Cultural Services Department
3) **Grant Agency:** Houston-Galveston Area Council
4) **Funding Source:** H-GAC Senior Meal & Transportation Grant
5) **Grant Start Date:** 10/1/2025
6) **Grant End Date:** 9/30/2026
7) **Program Year:** FY2026
8) **Program End Date:** 9/30/2026
9) **Renewal Grant:** Amendment #1
10) **Contract #:** N/A
11) **Description:** Grant Amendment #1, additional funding to FY2026 grant award

12) **Grant Organization Keys:**
13) **Grant Type:**

Expenditure Type

14) **Grant Funded:** $574,595.00
15) **County Funded:** $341,623.00 (Match Mandatory- $43,225.00; Discretionary- $298,398.00)
16) **Total Project Amount:** $919,252.00
17) **Assigned Department Contact:** Martha Lee, Parks & Cultural Services Director

County Funding Sources

18) **Match Fund:** 1101-451110 General Fund Senior Services
19) **Match Division:** 5100000- Salaries/ 5910200- Grant Match Mandatory

NOTES:

Estimated program income/donations from senior clients $3,034 contributing to overall budget

Approval History

Seq #	Approver	Action	Action Date
1	Jamie Brownson	Escalated	5/28/26 8:54 am
2	Miriam Moran	Approve	5/28/26 11:19 am
3	Miriam Moran	Approve	5/28/26 11:19 am
4	Miriam Moran	Approve	5/28/26 11:19 am
5	Diana Huallpa	Approve	5/28/26 2:18 pm
6	Sergio Cruz	Approve	5/28/26 11:23 pm

MEMORANDUM

To: **Galveston County Commissioners Court**

From: **Grants Administration Department**

Court Date: **June 8th, 2026**

RE: **Parks and Cultural Services Department - FY 2026 H-GAC Senior Meals and Transportation Services Program**

BACKGROUND

In 1976 Galveston County established the Senior Citizens Program to serve adults aged 60 and older, this program has been under Parks and Cultural Services Department since 2003. This program is supported by federal and state funds via the Older Americans Act, Title III programs, which are administered by the Texas Health and Human Services Commission and passed-through the Houston-Galveston Area Council (HGAC).

The Senior Meal and Transportation Service Program is offered at county community centers as part of the Senior Enrichment Program that meet annual eligibility requirements and is open to every senior 60 years of age and older that qualifies. The program staff consists of highly qualified employees who provide congregate meals, transportation services, information and referral, education, fitness, and recreation at the centers.

SUMMARY

Galveston County Original Award from HGAC effective 10/1/2025

PROGRAM	ORIGINAL AWARD	GRAT MATCH MANDATORY	GRANT MATCH DISCRETIONARY	**TOTALS**
Transportation	$ 129, 816.00	N/A	$ 51,033.00	**$ 180,849.00**
Senior Meals	$ 207,706.00	$ 20,451.00	$ 247,365.00	**$ 475,522.00**
Totals	**$ 337,522.00**	**$ 20,451.00**	**$ 298,398.00**	**$ 656,371.00**

Galveston County Award Amendment #1 to be effective 4/1/2026.

PROGRAM	AWARD AMENDMENT #1	NEW MATCH MANDATORY	GRANT MATCH DISCRETIONARY	**NEW TOTALS**
Transportation	$ 135,591.00	N/A	$ 51,033.00	**$ 186,624.00**
Senior Meals	$ 439,004.00	$ 43,225.00	$ 247,365.00	**$ 729,594.00**
New Totals	**$ 574,595.00**	**$ 43, 225.00**	**$ 298,398.00**	**$ 916,218.00**

County Match is met through Galveston County Grant Match Mandatory Fund, as well as a portion of the salary and benefits for the Senior Department personnel. An estimated **$3,034.00** program income/donations from senior clients will contribute to the overall budget of the program.

RECOMMENDATIONS

Grants Administration requests the Court to consider approval of additional funding for the FY2026 H-GAC Senior Meal and Transportation Services Program and authorize contract Amendment #1.

ATTACHMENTS FOR WET SIGNATURE

DocuSign sent via email

Houston-Galveston Area Council
Budget Summary Amendment # 1
October 1, 2025- September 30, 2026
Effective: April 1, 2026

I. Purpose

This is an amendment to the contract between the
Houston-Galveston Area Council (H-GAC)
and
Effective: April 1, 2026
for Nutrition and Transportation Services

The purpose of this amendment is to:

A. Budget Change:

Increase

OAAA Title III B - Transportation Service Funds	$	5,775
OAAA Title III C1 - Congregate Meals Funds	$	231,298
OAAA Title III C2 - Home Delivered Meals Funds	$	-
State General Revenue III C2 - Home Delivered Meals Funds	$	-
Total Change	**$**	**237,073**

The total contract budget changes from $ 337,522 to $ 574,595 .
The additional funds are to purchase services for Older Americans Act consumers.

II. Review and Approval

This amendment requires review and approval by the H-GAC Executive

III. Attachments

The following attachment to this amendment is hereby incorporated into H-GAC's original contract and are binding upon Effective: April 1, 2026

IV. Signatures

Chuck Wemple, Executive Director

Houston-Galveston Area Council

Effective: April 1, 2026

Galveston County Parks & Cultural Services

Houston-Galveston Area Council

Fiscal Year 2026

Budget Summary Amendment # 1

October 1, 2025- September 30, 2026

Effective: April 1, 2026

Service Description	Unit Rate	Approved Units	OAA Funds	Matching Funds	Program Income	Total Funding
Transportation-Demand/Response						
Title III B Transportation	$ 8.90	15,235	$ 135,591			$ 135,591
Local Match	$ -			$ -		-
Cash Match	$ 8.90	5,734		51,033		51,033
In-Kind Match				-		-
Subtotal		**20,969**	**$ 135,591**	**$ 51,033**		**$ 186,624**
Program Income	$ 8.90	20			$ 178	$ 178
Transportation Total		**20,989**	**$ 135,591**	**$ 51,033**	**$ 178**	**$ 186,802**
Congregate Meals						
Title III Congregate Meals	$ 6.50	67,539	$ 439,004			$ 439,004
Local Match	$ 0.64			$ 43,225		43,225
Cash Match	$ 7.14	34,645		247,365		247,365
In-Kind Match				-		-
Subtotal		**102,184**	**$ 439,004**	**$ 290,590**		**$ 729,594**
Program Income	$ 7.14	400			$ 2,856	$ 2,856
Title III C1 Total		**102,584**	**$ 439,004**	**$ 290,590**	**$ 2,856**	**$ 732,450**
Cash Match	$ 7.14	-		-		-
C1 Grand Total		**102,584**	**$ 439,004**	**$ 290,590**	**$ 2,856**	**$ 732,450**
Home Delivered Meals						
Title III Home Delivered Meals						
SGR HDM						
Local Match						
Cash Match						
In-Kind Match						
Subtotal						
Program Income						
Title III C2 Total						
Cash Match						
HDM Grand Total						
Title III Funds			**$ 574,595**			**$ 574,595**
Cash Match				**$ 341,623**		**$ 341,623**
In-Kind Match				**$ -**		**$ -**
Program Income					**$ 3,034**	**$ 3,034**
GRAND TOTAL			**$ 574,595**	**$ 341,623**	**$ 3,034**	**$ 919,252**

STANDARD GENERAL PROVISIONS

THIS CONTRACT AND AGREEENT is entered into, by and between the Houston-Galveston Area Council hereinafter referred to as Houston-Galveston Area Council having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Galveston County, hereinafter referred to as the Subrecipient, having its principal place of business at 722 Moody, Galveston, TX, 77550, Texas, United States. These entities may collectively referred to as “the Parties.”

PERFORMING PARTY: Galveston County

RECEIVING PARTY: Houston-Galveston Area Council

WITNESSETH:

WHEREAS, Houston-Galveston Area Council hereby engages the Subrecipient to perform certain services or provide deliverable(s) as specified in accordance with the specifications of this Agreement,

WHEREAS, Subrecipient has agreed to perform such services or provide such deliverable(s) in accordance with the specifications of the Agreement;

WHEREAS, the total approved not to exceed value of this Agreement is $337,522.

NOW, THEREFORE, Houston-Galveston Area Council and the Subrecipient do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Subrecipient warrants Houston-Galveston Area Council that it possesses adequate legal authority to enter into this Agreement. The Subrecipient's governing body, is applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Subrecipient to the terms of this Agreement.

ARTICLE 2: APPLICABLE LAWS

The Subrecipient agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers’ compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Subrecipient shall furnish Houston-Galveston

Area Council with satisfactory proof of its compliance.

ARTICLE 3: INDEPENDENT CONTRACTOR

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

ARTICLE 4: PARTY LIABILITY

In consideration of full and satisfactory performance hereunder, Houston-Galveston Area Council will be liable to Subrecipient in an amount not to exceed the total contract value as detailed in the Budget attachment, and subject but not limited to the following limitations: 1) Houston-Galveston Area Council is not liable for expenditures made in violation of regulations, rules or policies promulgated under applicable local, state, or federal laws, 2) Except as specifically authorized by Houston-Galveston Area Council in writing, Houston-Galveston Area Council is liable only for requests for invoice payment made in compliance with the applicable cost principles and administrative requirements set forth in a properly executed attachment to this Agreement, 3) Houston-Galveston Area Council is not liable to Subrecipient for costs incurred or performance rendered before the beginning date or after termination of this Agreement, 4) Houston-Galveston Area Council is not liable for any costs incurred in the performance of this Agreement, which have not been billed to Houston-Galveston Area Council by the final billing deadline identified in the Scope of Work.

ARTICLE 5: MANDATORY ATTACHMENTS

The services to be performed or deliverable(s) to be provided by the Subrecipient are outlined in the attached Scope of Work (SOW) document, included with this Agreement. Any changes to the attached SOW document must be agreed to by the Parties via a written and fully executed amendment to this Agreement. In consideration of Houston-Galveston Area Council's compensation offer, further detailed in the Budget attachment to this Agreement, Subrecipient accepts and shall provide Houston-Galveston Area Council approved services in consideration, as specifically described in the Scope of Work, attached hereto and mutually incorporated herein. Subrecipient further agrees to implement the requirements of the Scope of Work according to the agreed upon Budget, as attached, and incorporated.

ARTICLE 6: PERFORMANCE PERIOD

The period of performance for this Agreement begins 01-Oct-2025 and ends 30-Sep-2026. All services and deliverables to be provided under this Agreement must be provided within this performance period, unless directly specified under a written amendment or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Any payment or funding claimed by Subrecipient shall be paid by Houston-Galveston Area Council only under the specific terms set forth in the Special Provisions, Scope of Work, and Budget. Subrecipient agrees that payments are predicated upon properly documented and verified proof of performance delivered, proper invoices that are submitted timely to Houston-Galveston Area Council, and costs incurred by the Subrecipient, in accordance with the terms outlined by the Special Provisions of this Agreement.

ARTICLE 8: REPORTING REQUIREMENTS

If the Subrecipient fails to submit to Houston-Galveston Area Council in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, Houston-Galveston Area Council may withhold payments otherwise due and owing the Subrecipient hereunder. Subrecipient's failure in reporting or performance may be considered cause for termination of this Agreement. If Houston-Galveston Area Council withholds such payments, it shall notify the Subrecipient of its decision. Payments withheld pursuant to this Article may be held by Houston-Galveston Area Council until such time as the delinquent obligations for which funds are withheld are fulfilled by the Subrecipient. The Subrecipient's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions and SOW of this Agreement.

ARTICLE 9: NON-FUNDING CLAUSE

Any obligation of Houston-Galveston Area Council created by this Agreement is conditioned upon the availability of state or federal funds appropriated or allocated for the payment of such obligations. Houston-Galveston Area Council shall not be otherwise obligated or liable for any future payments due, or for any damages as a result of interruption of payment or termination.

ARTICLE 10: INSURANCE

Subrecipient certifies that it has either adequate coverage to meet claims or is self-insured for all claims. The limits of liability are set in part by the Texas Tort Claims Act §101.001. The Texas Labor Code §504, and the Texas Workers Compensation Act, outline limits of liability for worker's compensation and employer's liability. During the full term of the Agreement, Subrecipient must provide general liability and property insurance in amounts sufficient to cover contractual liability and protect program facilities including equipment. Subrecipient must ensure that any owned, leased, or non-owned automobiles used in performance of this agreement by Subrecipient's employees or agents are covered by sufficient automobile liability insurance. Subrecipient certifies that it either has Workers' Compensation insurance in the amount required by statute or is self-insured for workers' compensation coverage under statute. Subrecipient further represents that it is insured for general liability including bodily injury, death, and property damage. All insurance certificates, policies, and binders must be maintained by Subrecipient at its program site for review by Houston-Galveston Area Council at any time.

ARTICLE 11: SUBCONTRACTS

Except as may be set forth in the Special Provisions, the Subrecipient agrees not to subcontract, assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any right, title,

obligation, or interest it may have therein to any third party without prior written approval of Houston-Galveston Area Council. The Subrecipient acknowledges that Houston-Galveston Area Council is not liable to any subcontractor or assignee of the Subrecipient. The Subrecipient shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Subrecipient. Subrecipient shall give all required notices and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, Houston-Galveston Area Council shall not be responsible for monitoring Subrecipient's compliance, or that of Subrecipient's subcontractors, with any laws or regulations.

ARTICLE 12: AUDIT

Notwithstanding any other audit requirement, Houston-Galveston Area Council reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement. The audit may be performed by the Houston-Galveston Area Council local government audit staff, a certified public accountant firm, or other auditors designated by Houston-Galveston Area Council and will be conducted in accordance with applicable professional standards and practices. Subrecipient who spend $1,000,000 or more of federal assistance under this contract or cumulatively under all federal contracts in a fiscal year are required to have an audit conducted annually in compliance with 2 CFR 200. Subrecipient agrees to submit all written reports of monitoring or audits to Houston-Galveston Area Council within thirty (30) days of issuance. Any reports that contain findings from an auditor must also include a corrective action plan from the Subrecipient in accordance with 2 CFR 200.511.

The Subrecipient understands and agrees that the Subrecipient shall be liable to the Houston-Galveston Area Council for anything disallowed as a result of audit, in which case future payments are predicated upon repayment as set forth in this Agreement.

ARTICLE 13: EXAMINATION OF RECORDS

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

The Subrecipient further agrees to include this language in all its subcontracts, pursuant to Article 10-Subcontracts. The Subrecipient agrees that Houston-Galveston Area Council and its duly authorized representatives shall have access to and the right to examine and copy any directly pertinent books, documents, papers, invoices, and records of such subcontractor involving transactions relating to the subcontract, until seven (7) years after final payment under the subcontract or until all audit findings have been resolved.

ARTICLE 14: RETENTION OF RECORDS

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

ARTICLE 15: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state Law or by regulations, are automatically incorporated without written amendment to this Agreement, and shall become effective on the date designated by such law or by regulation.
B. To ensure the legal and effective performance of this Agreement, both parties agree that Houston-Galveston Area Council may amend performance under this Agreement, during the contract period, by issuing policy directives to establish or clarify performance requirements under this Agreement. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such policy directives shall have the effect of qualifying the terms of this Agreement and shall be binding upon the Subrecipient as if written herein, provided however that such policy directives shall not alter the terms of this Agreement so as to relieve Houston-Galveston Area Council of any obligation specified in this Agreement to reimburse Subrecipient for costs properly incurred prior to the effective date of such policy directives.
C. Except as specifically provided by subsections A and B of this Article, any other alterations, additions, or deletions to the terms of this Agreement shall completed via a written amendment to this Agreement.

ARTICLE 16: TERMINATION PROCEDURES

The Subrecipient acknowledges that this Agreement may be terminated for Convenience or Default, as detailed further below.

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

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

B. *Default*

Houston-Galveston Area Council may, by written notice of default to the Subrecipient, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) If the Subrecipient fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Subrecipient fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by Houston-Galveston Area Council in writing) after receiving written notice by certified mail of default from Houston-Galveston Area Council.

ARTICLE 17: CONTRACT CLOSEOUT PROCEDURE

At completion of the Scope of Work requirements, H-GAC will conduct the contract closeout process in order to establish the following: Determine if all deliverables were met; and that the work was completed and acceptable to H-GAC as per the Agreement, ensure project funds were expended as per the Agreement funding requirements , process the final payment to close out the project, and complete the project audit (if applicable). Subrecipient should securely store and protect all pertinent project data until the required document retention period is met as specified in these provisions.

ARTICLE 18: FORCE MAJEURE

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

ARTICLE 19: COPYRIGHTS

Houston-Galveston Area Council, and any related state or federal awarding agency, reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state or federal government or Houston-Galveston Area Council purposes:

A. The copyright of all maps, data, reports, research, or other work developed under this Agreement;

B. Any copyrights or rights of use to copyrighted material which the Subrecipient purchases with funding under this Agreement. All such data and material shall be furnished to Houston-Galveston Area Council upon request.

ARTICLE 20: OWNERSHIP OF MATERIALS

Except as may be specified in the Special Provisions, all data, reports, research, etc., developed by the Subrecipient solely as a part of its work under this Agreement, shall become the property of the Houston-Galveston Area Council upon completion of this Agreement, or in the event of termination or cancellation hereof. All such data and material shall be furnished to Houston-Galveston Area Council at no charge and upon request. Subrecipient further agrees not to release information about results or deliverables connected to this Agreement to anyone outside of Houston-Galveston Area Council, without first obtaining written release authorization from Houston-Galveston Area Council.

ARTICLE 21: POLITICAL ACTIVITY – BYRD ANTI-LOBBYING ACT

Nothing related, connected to, or provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with state or local legislators. The Subrecipient, if a recipient of Federal assistance exceeding 100,000 dollars through an Houston-Galveston Area Council subcontract, will comply with section 319, Public Law 101-121 (31 U.S.C. 1352).

ARTICLE 22: SECTARIAN INVOLVEMENT PROHIBITED

The Subrecipient shall ensure that no funds under this Agreement are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction.

ARTICLE 23: CONFLICT OF INTEREST

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

ARTICLE 24: FEDERAL COMPLIANCE

Subrecipient agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Subrecipient shall notify each potential subcontractor or supplier of the Subrecipient's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964codified at 42 U.S.C. §§2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any education program or activity receiving federal financial assistance; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disabilities and the Americans with Disabilities Act of

1990, as amended (42 U.S.C. §12101 et seq,); (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1251), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 25: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED JANUARY 3, 2025)

Pursuant to 2 CFR § 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. See Public Law 115-232 and 2 CFR § 200.471 for additional information. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items. In addition, the No TikTok" on Government Devices Act (FAR 52.504-27) prohibits Contractors from having or utilizing software application known as

"TikTok" owned and operated by ByteDance Limited (ByteDance), a privately held company headquartered in Beijing, China on any information technology used in the performance of a government contract.

ARTICLE 26: DOMESTIC PREFERENCE

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

ARTICLE 27: CRIMINAL PROVISIONS AND SANCTIONS

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

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

The Subrecipient shall notify Houston-Galveston Area Council of the threat of lawsuit or of any actual suit filed against the Subrecipient pertaining to this Agreement or which would adversely affect the Subrecipient's ability to perform services under this Agreement.

ARTICLE 28: INDEMNIFICATION AND RECOVERY

To the extent permitted by law, Houston-Galveston Area Council shall indemnify and hold Subrecipient harmless against any and all claims, demands, damages, liabilities, and costs incurred by Subrecipient which directly or indirectly result from, or arise in connection with, any negligent act or omission of Houston-Galveston Area Council, its agents, or employees, pertaining to its activities and obligations under this Agreement.

To the extent permitted by law, Subrecipient shall indemnify and hold Houston-Galveston Area Council, it's officers, agents, and employees harmless against any and all claims, demands, damages, liabilities, and costs (including reasonable attorney fees) which directly or indirectly

result from, or arise in connection with, any negligent act or omission of Subrecipient, its agents, or employees pertaining to its activities and obligations under this Agreement.

ARTICLE 29: LIMITATION OF LIABILITY

H-GAC'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. H-GAC SHALL NOT BE LIABLE TO THE PERFORMING PARTY OR ITS AFFILIATES FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT, OR CONTRACT. In no event will Houston-Galveston Area Council be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings; or other incidental special or consequential damages to the full extent such use may be disclaimed by law during the period of this contract and its related procurements. If Subrecipient performs an act knowing or having reason to know that it is contrary to any law or regulation, the Subrecipient shall bear all claims, costs, losses, and damages caused by, arising out of, or resulting from that act.

ARTICLE 30: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM) AND DEBARRED BIDDERS

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

Subrecipient, including any of its officers or holders of controlling interest, is obligated to inform Houston-Galveston Area Council whether or not it is or has been on any debarred bidder's list maintained by the United States Government or the State of Texas. Should the Subrecipient be included on such a list during the performance of this project, it shall so inform Houston-Galveston Area Council within 10 business days of notification.

ARTICLE 31: SOLID WASTE DISPOSAL ACT

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 32: PREVENTION OF FRAUD, WASTE, AND ABUSE

Subrecipient shall establish and implement reasonable internal procedures and management controls to prevent misuse of funds under this contract. Subrecipient agrees to report, in writing, to Houston-Galveston Area Council any knowledge of suspected fraud, program abuse, possible illegal expenditures, unlawful activity, and violations of federal policies and procedures within 24 hours of discovery. Except as provided by law or court order, the parties to this agreement will ensure the confidentiality of all incident reports. Neither Subrecipient nor Houston-Galveston Area Council will retaliate against any person filing an incident report. Any failure to comply with this Article will result in Houston-Galveston Area Council utilizing the Schedule of Remedies as defined in this agreement.

ARTICLE 33: TEXAS PUBLIC INFORMATION ACT

Houston-Galveston Area Council and the Subrecipient understand and agree that Houston-Galveston Area Council is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act (the "Act"). Houston-Galveston Area Council must rely on advice, decisions, and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information. Submissions will be kept confidential in accordance with the Act and applicable law, and submissions are subject to inclusion into the public record after award. To the extent permitted by law, the Subrecipient may request in writing non-disclosure of any information that it considers to be confidential, proprietary, and/or trade secret in its submission. Such data shall accompany the submission, be readily separable from the response, and shall be CLEARLY MARKED "CONFIDENTIAL, PROPRIETARY and/or TRADE SECRET". Houston-Galveston Area Council will make reasonable efforts to provide the Subrecipient notice in accordance with the Act in the event Houston-Galveston Area Council receives a request for information under the Act for information that the Subrecipient has marked as indicated above.

ARTICLE 34: SPEND-DOWN POLICY

Within thirty (30) days of Contract execution Contractor/Subrecipient shall provide H-GAC with a plan that identifies anticipated expenditures under the Contract for each quarter in which the Contract is in effect (the "Spend Down Plan"). The Spend Down Plan shall have sufficient detail to clearly show Contractor's/Subrecipient's plan for using the funds provided under the Contract and should note reasons for projected changes in the level of expenditures over the term of the Contract. The Contractor/Subrecipient shall update the Spend Down Plan at the end of each quarter during the term of the Contract or more frequently if circumstances have changed in a way that affects the Spend Down Plan or if requested by H-GAC.

The Contractor/Subrecipient shall monitor its expenditures under the Contract monthly and within 10 days of the end of each month, notify H-GAC if it expects expenditures under the Contract to be less than 75% of the expenditures shown for that quarterly period in the Spend Down Plan. In such event, Contractor/Subrecipient must provide H-GAC with a rebudgeting plan which fully explains how Contractor will be able to use all funds available under the Contract by the end of the Contract term or by a later Contract date, if extension of the Contract is permitted by the funding source and approved by H-GAC in its sole discretion.

H-GAC may approve the rebudgeting plan (with or without required changes) or reject the rebudgeting plan in its sole discretion. If H-GAC approves the rebudgeting plan, Contractor shall submit a revised Spend Down Plan incorporating the revised budget and proceed with work under the Contract and Spend Down Plan.

If Contractor/Subrecipient fails in any quarter to spend at least 75% of the expenditures specified in its Spend Down Plan and has not obtained H-GAC approval of a rebudgeting plan, H-GAC shall have the right to terminate the Contract for cause in accordance with the Contract termination procedures and reallocate the remaining funds to other allowable programs or recipients.

ARTICLE 35: INFORMATION RESOURCES SECURITY POLICY

Subrecipient shall maintain a written information security policy, which at minimum:

(1) Ensures that all Subrecipient's employees and Subrecipient's subcontractor's employees shall complete a cybersecurity training program certified under section 2054.519 of the Texas Government Code. Such training must occur during the contract term and renewal period. Subrecipient shall provide Houston-Galveston Area Council with verification of required training upon completion or Houston-Galveston Area Council's request;

(2) Provides regular training of all Subrecipient's employees and Subrecipient's subcontractor's employees on applicable and up to date security procedures and techniques;

(3) Requires that Subrecipient and Subrecipient subcontractors maintain privacy policies that protect private data as prescribed by applicable state, local, federal privacy laws and regulations; and,

(4) Requires that Subrecipient and Subrecipient's subcontractors utilize adequate safeguards to address any security vulnerabilities.

Upon request, Subrecipient shall provide Houston-Galveston Area Council with a copy of Subrecipient and Subrecipient's subcontractor's written information security policies.

ARTICLE 36: ACCESS AND PROTECTIONS OF H-GAC INFORMATION RESOURCES, DATA, AND

CREDENTIALS

Subrecipient is responsible for, must protect, and shall provide adequate safeguards against any unauthorized use, modification, or disclosure of Houston-Galveston Area Council information resources, data, and credentials. Subrecipient and Subrecipient subcontractors shall stay up to date and aware of current, ongoing, and potential telecommunications security risks in Subrecipient and Subrecipient subcontractors given environment(s) and must always consider information sensitivity and transmission security issues when selecting a communications medium. Subrecipient and Subrecipient subcontractors are required to utilize up-to-date and adequate anti-virus or malware protection software for all systems and devices used to access Houston-Galveston Area Council information resources, data, and credentials. Subrecipient is responsible for any incident arising from improperly protected Houston-Galveston Area Council information resources, data, and credentials.

ARTICLE 37: SECURITY BREACH

Subrecipient shall notify Houston-Galveston Area Council within 24 (twenty-four) hours of Subrecipient's discovery of a security incident, breach, or unauthorized use, modification, or disclosure of Houston-Galveston Area Council information resources, data, or credentials. Hereinafter, such an event will be referred to as a "security breach" in this section. Upon immediate discovery of security breach, Subrecipient will coordinate with Houston-Galveston Area Council to determine and implement an adequate and timely action plan to mitigate security breach and resolve any issues resulting from security breach. Subrecipient shall bear all associated costs for any security breach caused by the negligence or willful misconduct of the Subrecipient and Subrecipient's subcontractors.

ARTICLE 38: AUTORHIZED REPRESENTATIVES

Houston-Galveston Area Council will designate specific employees, authorized to discuss matters relating to this Agreement, or provide additional written guidance, clarification, or technical direction. "Technical direction" means information or specific instructions related to the operation of services and Scope of Work under this Agreement.

This whole Agreement as written supersedes any and all prior oral and written agreements between the parties relating to matters herein, and cannot be modified by any representative, without the executed written memorialization of consent of the parties.

ARTICLE 39: TITLES NOT RESTRICTIVE

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

ARTICLE 40: JOINT WORK PRODUCT

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

ARTICLE 41: SEVERABILITY

Houston-Galveston Area Council and Subrecipient agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 42: DISPUTES

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

ARTICLE 43: CHOICE OF LAW - VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

ARTICLE 44: ORDER OF PRIORITY

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

ARTICLE 45: WHOLE AGREEMENT

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

SIGNATURES:

Houston-Galveston Area Council and the Subrecipient have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Galveston County	**Houston-Galveston Area Council**
Signature	Signature gk_esign_i_sign_1_gk
Name	Name Chuck Wemple
Title	Title Executive Director
Date	Date gk_esign_i_date_1_gk

SPECIAL PROVISIONS

INDEX

1. Governing Law, Standards, and Regulations
2. Mandatory Attachments
3. Party Liability
4. Payments
5. Match Requirements, Program Income, and Contributions
6. Performance Goals
7. Sanctions and Remedial Measures
8. Cost Principles and Administrative Requirements
9. Reporting
10. Investigations, Monitoring, and Technical Assistance
11. Property
12. Insurance
13. Subcontracts
14. Prevention of Fraud and Abuse
15. Prevention of Conflicts of Interest
16. Galveston County Assurances and Certifications
17. Hours of Operation
18. Services Provided by Charitable or Religious Organizations
19. Non-assignment
20. Acknowledgement of Funding
21. Targeting
22. Data Usage
23. Code of Conduct
24. Right to Appeal
25. Dispute Resolution
26. Goals and Scope of Service
27. Customer Complaints and Hearings

Incorporated by attachment, as part of the whole agreement, Houston-Galveston Area Council and the Galveston County do hereby agree to the following Special Provisions, as follows:

ARTICLE 1: GOVERNING LAW, STANDARDS, AND REGULATIONS

Galveston County shall render performance under this Agreement in accordance with:

A. The Older Americans Act of 1965, as amended, and its regulations;
B. HHS regulations on Administration of Grants;
C. Title 2 Code of Federal Regulations (CFR) Part 200;
D. 45 CFR 132 F:
E. 45 CFR 91, and 1321, et seq.;
F. Texas Grant Management Standards (TxGMS);
G. Texas Administrative Code; and
H. All applicable federal regulations, state rules, local ordinances, and any Houston-Galveston Area Council policies and rules.

Houston-Galveston Area Council may, upon request or at its own discretion, provide additional standards, guidelines or requirements, to aid Galveston County in rendering appropriate performance. Houston-Galveston Area Council's provision of this information shall in no way supersede the precedence of applicable laws and regulations.
In the event of a conflict between applicable laws and regulations in these Special Provisions and the terms and conditions of this contract, precedence will be given to the laws and regulations.

ARTICLE 2: MANADATORY ATTACHMENTS

In consideration of Houston-Galveston Area Council compensation offer hereinafter described, Galveston County accepts and shall provide Houston-Galveston Area Council approved services in consideration, as specifically described We need in the Scope of Work, attached hereto and mutually incorporated herein. Galveston County further agrees to implement the requirements of the Scope of Work according to the agreed upon Budget, as attached and incorporated.

ARTICLE 3: PARTY LIABILITY

In consideration of full and satisfactory performance hereunder, Houston-Galveston Area Council will be liable to Galveston County in an amount equal to the actual costs incurred by Galveston County in rendering such performance, subject, but not limited, to the following limitations: 1) Houston-Galveston Area Council is not liable for expenditures made in violation of regulations, rules or policies promulgated under applicable local, state, or federal laws, 2) Except as specifically authorized by Houston-Galveston Area Council in writing, Houston-Galveston Area Council is liable only for expenditures made in compliance with the applicable cost principles and administrative requirements set forth in a properly executed attachment to this Agreement, 3) Houston-Galveston Area Council is not liable to Galveston County for costs incurred or performance rendered before the beginning date or after termination of this Agreement, 4) Houston-Galveston Area Council is not liable for any costs incurred in the performance of this Agreement, which have not been billed to Houston-Galveston Area Council

within 30 days following termination of this Agreement.

ARTICLE 4: PAYMENTS

Maximum Value

Subject to the terms and exclusions outlined in this Agreement, and subject to the confirmation of eligibility under applicable state, local, and federal statues; Houston-Galveston Area Council will reimburse Subrecipient for goods, services, or expenditures on the basis of allowable costs up to the maximum value of this Agreement, or $337,522. Allowable costs must be certified by Subrecipient as correct and necessary; directly associated with performance of this Agreement provisioned under the Scope of Work or other mutually executed Attachment; and properly submitted at the rates prescribed by state or federal regulations.

Houston-Galveston Area Council will not be liable to Galveston County for costs incurred or performance rendered the terms and conditions of this Contract, including the terms governing Galveston County's promised performance and unit rates or reimbursement capitations specified.

Houston-Galveston Area Council will not be liable to Galveston County for any expenditures, which are not allowable costs under 2 CFR Part 200 and 45 CFR Part 75 or for which expenditures have not been made in accordance with the fiscal guidelines and requirements outlined by Houston-Galveston Area Council.

Houston-Galveston Area Council will not be liable to Galveston County for expenditures made in violation of regulations promulgated under the OAA or in violation of Houston-Galveston Area Council's rules, federal and state laws, or this Contract.

Houston-Galveston Area Council agrees to make payment to Galveston County in the amounts and under the provisions set forth in Galveston County budget and pursuant to the terms and conditions of this Contract. Galveston County agrees to accept such payments as full compensation for services performed under this Contract. All payments will be based on the performance information reported in the approved budget, reimbursement requests, and monthly reports.

Reimbursement occurs in one of two ways, depending on the Scope of Work: Unit Rate or Cost Reimbursement.

UNIT RATE CONTRACT

Houston-Galveston Area Council agrees to make payment to the Galveston County in the amounts and upon the terms and provisions set forth in the Scope of Work and Budget attached hereto and made a part of this agreement. This contract is based on a unit-rate reimbursement process which requires units of service, as defined in the Scope of Work, to be delivered and billed before payment is remitted to Galveston County. The unit rate identified for each service in this contract is the only reimbursement owed to Galveston County and shall be considered full compensation for services performed hereunder by all

parties to this contract.

Galveston County must report eligible units of service and actual allowable expenses to Houston-Galveston Area Council in the frequency and manner prescribed by Houston-Galveston Area Council, using the forms provided by Houston-Galveston Area Council.

The Galveston County agrees to deliver specific services on an "at-risk" basis. Adjustments will be considered only in instances where a service the Galveston County suffers operating losses due to events over which they have no control, or reasonably could not have anticipated. Galveston County. asserts that services performed under this contract are intended to provide humanitarian assistance to the elderly without a profit incentive. Should circumstances change in which the Galveston County experiences significant excess revenue over expenses due to unforeseen events, this contract may be renegotiated in whole or in part at Houston-Galveston Area Council's request in light of such circumstances. "At-risk" unit rates will not be adjusted to offset poor management planning. Any adjustment to an "at-risk" unit rate will be judged on its own merits.

Unit rates established by Houston-Galveston Area Council shall not exceed rates or rate limitations established by Texas Health and Human Services Commission in its rules and regulations.

COST REIMBURSEMENT CONTRACT

Houston-Galveston Area Council will pay the Galveston County on a reimbursable basis for services rendered. The CONTRACTOR agrees to delivery specific services on an "at-risk" basis; that is, H-GAC will make payment of actual expenses based on a pro-rata share that Title III funds represents of the TOTAL cash funds budgeted in the PLANS document for each specific service. Adjustments to the share of expenses that Title III funds of the Older Americans Act will pay will be considered only in instances where a service provider experiences significant operating losses due to events over which they have no control, or reasonably could not have anticipated OR in instances where a service provider experiences excess revenues over operational costs due to unanticipated and/or unbudgeted additional resources or reductions in expenses due to a change in cost allocation methodology. "At-risk" reimbursement will not be adjusted to offset poor management planning. Any adjustment to an "at-risk" reimbursement rate will be judged on its own merits.

It is the responsibility of the CONTRACTOR requesting an increase in the share of expenses that Title III of the Older Americans Act will pay to provide adequate documentation to assure H-GAC that the increase is warranted due to circumstances beyond their control. It is the responsibility of the H-GAC requesting a decrease in the share of expenses that Title III will pay to provide adequate documentation to assure that the decrease is warranted.

ARTICLE 5: MATCH REQUIREMENTS, PROGRAM INCOME, AND CONTRIBUTIONS

MATCH: The Texas Health and Human Services Commission requires that federal funds be matched with non-federal funds in accordance with the Older Americans Act, as amended. These match requirements shall be the responsibility of the Galveston County in accordance with Texas Health and Human Service Commission's Area Gency on Aging Policies and Procedures Manual C-1000 Area Agency on Aging Administration | Texas Health and Human Services. All match contributions shall be expended for goods and services necessary for and specifically identifiable in the approved Budget attached. Match shall conform to the OAA regulations, 2 CFR Part 200 and HHSC rules regarding match requirements or as required in the request for proposals issued by the AAA.

PROGRAM INCOME: The definition of program income for the purpose of this agreement is specified in 2 CFR 200.80 as gross income earned that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance. Expenditures of program income will be in accordance with the Texas Administrative Code (TAC) and all applicable HHSC rules. All program income and participant contributions collected and expended shall be documented and managed according to HHSC rules and regulations and AAA policies and procedures. These requirements are further imposed on all service vendors who provide service to participants in the programs served by this contract.

Program income collected by service providers must consist only of those funds specifically provided by or on behalf of a program participant and directly attributable to the service provided.

VOLUNTARY CONTRIBUTIONS: Galveston County shall provide a voluntary opportunity for each participant to contribute to the cost of the services while protecting the individual's privacy. Galveston County shall safeguard and account for the contributions, and use such contributions to expand and/or enhance program outcomes.

ARTICLE 6: PERFORMANCE GOALS

A. Program Performance: Galveston County agrees to provide the services contained in the Scope of Services/Work attached as part of this agreement. Such performance includes assurance that Galveston County will serve the number of persons and units and substantially meet the performance goals and outcomes identified in the Galveston County's proposal to Houston-Galveston Area Council as if they were included herein in their entirety.

B. Fiscal Management: Galveston County shall have appropriate leadership and management structure to enable it to operate efficiently and effectively. Galveston County shall also provide a financial system to maintain internal control, ensure proper management of federal and state funds, maximize non-federal and non-state resources and maintain solvency. Galveston County shall have accounting and internal control systems appropriate to the size of the organization. The accounting system should consist of source documents, a chart of accounts, journals, ledgers, and routine financial reports. The internal controls system shall safeguard contractor's assets, produce accurate accounting data, promote efficient operations and encourage adherence to prescribed accounting policies and

procedures. Effective internal controls shall involve a division of responsibility among difference employees for a sequence of related functions, clear establishment of each employee's responsibilities and duties, and use of standards such as procurement policies, proofs, checks, electronic fund transfers, and other security measures.

C. Data Systems: Galveston County shall be supported by data systems that provide adequate information for operational efficiency and decision making. The data system shall be able to provide program performance and financial information to reflect the operation and status of the organization in adequate detail to meet the needs under this contract. Galveston County agrees to use its best efforts to safeguard confidential information and to prevent unauthorized use, dissemination, or disclosure of protected information both during the term of this contract and thereafter. Galveston County shall require its agents and employees to sign non-disclosure agreements with provisions at least as stringent as those contained in this contract.

ARTICLE 7: SANCTIONS OR REMEDIAL MEASURES

A. Performance Sanctions. Galveston County's failure to comply with any provision of this contract and attached Scope of Services, any applicable federal or state laws, regulations and rules, and any other applicable Houston-Galveston Area Council policies, issuances, and rules may subject Galveston County to sanctions and/or remedies imposed by Houston-Galveston Area Council.

B. Financial Sanctions. Houston-Galveston Area Council retains the right to deduct the amount of any advance payment or previous overpayment made by Houston-Galveston Area Council, from any subsequent billing submitted by Galveston County for violations under this contract. Failure to comply with the Galveston County obligations or submit billings timely is valid justification for termination of this contract or disallowance of payment. Galveston County will be liable for and will repay to Houston-Galveston Area Council, on demand, any amounts which are not expended in compliance with this contract, or disallowed as a result of a resolution agreement. Galveston County will further be responsible for any audit exception or other payment deficiency covered by this contract and all subcontracts hereunder which is found to exist my monitoring or auditing by any party as authorized or required by Houston-Galveston Area Council. Galveston County will be liable for such funds and will repay such funds even if the improper expenditure, if any, was made by a subcontractor of Galveston County. All repayment made by the Galveston County shall be from non-federal funds. Galveston County's failure to pay within 30 days after demand may result in legal actions to recover such funds, sanctions as set forth in this section and/or additional cost including allowable interest.

C. If the Galveston County fails to submit to Houston-Galveston Area Council in a timely and satisfactory manner any report required by this contract, or otherwise fails to satisfactorily render performances hereunder, Houston-Galveston Area Council may withhold payments otherwise due and owing to Galveston County. If Houston-Galveston Area Council withholds such payments, it will notify the Galveston County in writing of its

reasons for withholding payment. Payments withheld pursuant to this paragraph may be held by Houston-Galveston Area Council until such time as the delinquent obligations for which funds are withheld are fulfilled by the Galveston County.

D. If the Galveston County neglected to follow procurement rules when buying inventory or equipment, Houston-Galveston Area Council may recover funds. Houston-Galveston Area Council may withhold payments on any invoices owed to a Galveston County if the Galveston County does not provide a current inventory when requested. Houston-Galveston Area Council may refuse to close a contract and make a final payment to Galveston County if the Galveston County's inventory is not current with Houston-Galveston Area Council records. Houston-Galveston Area Council may also recover funds when Galveston County fails to report stolen or lost equipment.

E. Notwithstanding Houston-Galveston Area Council's exercise of its right of early termination, the Galveston County will not be relieved of any liability for damages due to Houston-Galveston Area Council. Houston-Galveston Area Council may withhold payment to Galveston County on this contract until such time as the exact amount of damages due to Houston-Galveston Area Council from the Galveston County is agreed upon or is otherwise determined by Houston-Galveston Area Council.

SECTION 8: COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

Except as otherwise specifically authorized by Houston-Galveston Area Council in writing, Galveston County will comply with the applicable cost principles and administrative requirements set forth in 2 CFR 200 and 48 CFR, Chapter 1, Part 31, (Federal Acquisition Regulations). Additionally, the Texas Office of the Governor has released guidance under the Texas Grant Management Standards (TxGMS) and those requirements are included herein. Where there is a conflict between federal and state requirements, federal requirements take precedence.

SECTION 9: REPORTING

In addition to the financial reporting requirements set forth in these Special Contract Provisions and Houston-Galveston Area Council's policies and procedures, Galveston County will submit such other reports, contract closeout, requested data, and/or ad hoc reports and information on the operation and performance of this Contract as may be required by Houston-Galveston Area Council. Houston-Galveston Area Council shall provide a reasonable time for response, in consideration of the nature and availability of the information requested.

SECTION 10: INVESTIGATIONS, MONITORING AND TECHNICAL ASSISTANCE

A. Galveston County agrees to cooperate with any monitoring, inspection, audit, or investigation of activities related to this Contract as may be conducted by Houston-Galveston Area Council, applicable federal or state agencies, and the State of Texas, or their duly authorized representatives. This cooperation may include access to the premises for the purpose of questioning employees or participants and for the purpose of examining and/or photocopying any books, records, including participant records,

papers, or other documents whatsoever relating to this Contract and the performance thereof.

B. In compliance with Texas Administrative Code (TAC), the HHSC Uniform Contract Terms & Contract Terms & Conditions and the requirements in H-GAC's policies and procedures, Galveston County is responsible for the monitoring and review of its own service delivery and fiscal activities as authorized and described in the Scope of Services and budget attached to this contract, to ensure that its services are being provided in compliance with applicable legislation, regulations, and the terms of this Contract. Galveston County will provide to Houston-Galveston Area Council, upon request of Houston-Galveston Area Council, the monitoring plan that Galveston County is required to have in place and any written monitoring reports or other reports or reviews of the Galveston County's services performed by or on behalf of the Galveston County.

C. Houston-Galveston Area Council reserves the right to conduct, or to have conducted by designated representatives, monitoring and evaluation of Galveston County's performance as well as performances of Galveston County's subcontractors rendered under this Contract. Houston-Galveston Area Council will notify Galveston County of any deficiencies noted during such review, and may withhold payments as appropriate based upon such review, pursuant to Special Contract Provisions Sections 4 and 7 of this Contract. Houston-Galveston Area Council will provide technical assistance to Galveston County in correcting deficiencies noted. Houston-Galveston Area Council may conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them.

SECTION 11: PROPERTY

Galveston County will acquire, maintain, and/or dispose of property purchased with funds received under this Contract in accordance with 2 CFR 200, the Texas Grant Management Standards (TxGMS), and Houston-Galveston Area Council's Contract Management policies and procedures.

SECTION 12: INSURANCE

Galveston County will obtain insurance coverage necessary to ensure proper fulfillment of this Contract prior to the receipt of funds under this agreement and maintain insurance throughout the term as required by Houston-Galveston Area Council. As required by Contractor's service delivery type, Galveston County will obtain:

- Worker's Compensation insurance coverage;
- Auto liability coverage;
- Comprehensive liability including bodily injury coverage;
- Property damage coverage; and/or
- Fidelity and honesty bond coverage.

Galveston County will furnish original certificates of coverage and name Houston-Galveston Area Council as the loss payee on such coverage. Governmental entities are excluded from this provision by state and federal law.

SECTION 13: SUBCONTRACTS

A. Galveston County may enter into subcontracts, defined herein as written legal agreements with another party that specify the terms and conditions for the provision of goods or services to be used by the Galveston County or by participants in the Galveston County's programs and which will be paid for by funds from this contract. All subcontracts must be procured in accordance with the guidance in 2 CFR 200. Houston-Galveston Area Council reserves the right to review subcontracts and the performance of subcontractors.

B. All subcontracts are the sole responsibility of Galveston County. Houston-Galveston Area Council is not responsible for the administration or payment of subcontractor of Galveston County and such contracts do not convey any liability on Houston-Galveston Area Council for payment or acceptance of work product.

C. All cost principles and regulations for which the Galveston County is liable shall pass through to any subcontractor under this contract and Galveston County shall assure that such provisions are included in any written agreement.

SECTION 14. PREVENTION OF FRAUD AND ABUSE

A. Galveston County shall establish and implement reasonable internal program management procedures sufficient to ensure that its employees, participants, and subcontractors are aware of reporting suspected fraud and abuse.

B. Within 24 hours of discovery, Galveston County shall report in writing to Houston-Galveston Area Council any knowledge of suspected fraud, program abuse, possible illegal expenditures, unlawful activity, and violations of law and policies and procedures including patent and copyright abuse. Galveston County must report any suspicion of fraud and abuse to its Houston-Galveston Area Council contract liaison or Houston-Galveston Area Council's Area Agency on Aging Quality Assurance Coordinator immediately.

C. Except as provided by law or court order, the parties to this contract will ensure the confidentiality of all incident reports. Neither Galveston County nor the Houston-Galveston Area Council will retaliate against any person filing an incident report. Failure to comply with this Section may result in sanctions pursuant to Article 16 of the General Contract Provisions of this contract.

SECTION 15: PREVENTION OF CONFLICTING INTERESTS

In addition to Article 23 of the General Provisions, the Galveston County agrees to the following:

A. Galveston Countys must comply with federal and state statutes and regulations regarding standards of conduct and conflicts of interest including, but not limited to the

applicable OMB circular requirements 29 CFR, Part 97.36

B. Galveston County shall maintain on file and make available for inspection by Houston-Galveston Area Council or its authorized agents a statement submitted by each of the members of Galveston County's governing board of directors or staff disclosing any interest, fact, or circumstance which does or which may present a potential conflict of interest. Such conflict of interest disclosure statement shall be updated as circumstances require, but in any case, it must be updated annually.

C. Galveston County must refrain from using non-public information gained through a relationship with Texas Health and Human Services Commission, an Houston-Galveston Area Council Board or Board employee, to seek or obtain financial gains that would be a conflict of interest or the appearance of a conflict of interest. Galveston County must avoid any real or apparent conflicts of interest.

D. A Galveston County must disclose in writing on an annual basis to Houston-Galveston Area Council, and as frequently as necessary: any substantial financial interest that the Galveston County or any of its employees in decision-making positions, have in a business entity that is a party to any business transaction with a Board member or Board staff who is in a decision-making position for the Board; and the existence of any conflict of interest and any appearance of a conflict of interest or lack thereof; information describing the appearance of a conflict of interest; information describing the conflict of interest; actions taken to prevent conflicts of interests from occurring; a description of the gift if the gift is greater than $50 in value and the gift was given to a Board member or Board employee by a Galveston County or its employees. Galveston County must report this to its contract liaison within ten days.

E. Galveston County should not employ or otherwise compensate a former Board employee who was in a Board decision-making position or worked on a particular matter concerning the Galveston County and was employed or compensated by the Board any time during the previous 12 months. Upon request from the Galveston County, Board staff will provide clarification concerning this issue.

F. Galveston County shall take every reasonable course of action to maintain the integrity of the expenditure of public funds under this contract and to avoid favoritism and questionable or improper conduct. The contract shall be administered in an impartial manner, free from efforts to gain personal, financial, or political benefit, tangible or intangible. Galveston County, its executive staff and employees, while administering this contract, shall avoid situations that could give the appearance that any decision was influenced by prejudice, bias, special interest, or desire for personal gain.

G. Should Galveston County fail to abide by the foregoing covenants and affirmations regarding conflict of interest, Galveston County will not be entitled to the recovery of any costs or expenses incurred in relation to this contract and will be liable for any costs

incurred or damages sustained by Houston-Galveston Area Council relating to this contract. Such failure to perform will subject the Galveston County to sanctions as described in these Special Contract Provisions and Article 16 of the General Contract Provisions.

SECTION 16: Galveston County ASSURANCES AND CERTIFICATIONS

A. Galveston County certifies that no funds provided under this Contract will be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with state or local legislators. Galveston County will comply with the requirements of Restrictions on Lobbying: Certification and Disclosure Requirements imposed by 29 CFR 93 and Article 21 of the General Provisions.

B. Galveston County certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal department or agency.

C. Galveston County agrees to provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 (102 Stat. 4304, P.L. 100-690, Title V, and Subtitle D).

D. Galveston County certifies that it is current in state franchise taxes, pursuant to Article 2.45, Texas Business Corporation Act, or that it is a non-profit corporation. Galveston County shall require any subGalveston County that will receive funds under this Contract to certify compliance with this provision by using forms found in the Contract Management policies and procedures.

E. Galveston County certifies that the individual or business entity in this contract is not ineligible, pursuant to Texas Family Code §231.006, to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. If any subcontract is subject to the requirements of Texas Family Code §231.006, Galveston County shall obtain certification of compliance with the provisions of that statute.

F. Galveston County certifies that it has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. Galveston County further affirms that no officer of Galveston County has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year.

G. Galveston County certifies that it will disclose to Houston-Galveston Area Council and any applicable federal or state agencies the name of any person who has an ownership or control interest in or is an agent or managing employee of the Galveston County who has been convicted of a criminal offense related to the person's involvement in any program under Title XVIII, XIX, or XX of the Social Security Act since the inception of

these programs.

H. Galveston County certifies that it will notify Houston-Galveston Area Council immediately in the event of any significant change affecting the Galveston County and Galveston County's identity, such as ownership or control, name change, governing board membership, and vendor identification number.

I. Galveston County certifies that it will comply with the requirements of the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired on or after November 1, 1986, who will perform any labor services under this contract.

J. Galveston County understands and agrees that any funds available to it under this Contract are to be used only for activities that are in addition to those which would are otherwise available for existing services.

SECTION 17: HOURS OF OPERATION

Galveston County will ensure that facilities where it delivers services funded in whole or part under this Contract are open and available to the public at a minimum from Monday through Friday, 8:00a.m. to 5:00 p.m. unless otherwise approved by the contract liaison assigned to this contract.

SECTION 18: SERVICES PROVIDED BY CHARITABLE, RELIGIOUS, OR PRIVATE ORGANIZATIONS

A. In accordance with Texas Governor's Executive Order GWB 96-10, and 2308.303(a)(9), Government Code, a charitable or faith-based organization is eligible to be a contractor to Houston-Galveston Area Council or subcontractor to Houston-Galveston Area Council's contractor on the same basis as any other private organization. As a contractor or subcontractor under this contract, such organization retains control over the definition, development, practice and expression of its charitable or religious beliefs except as provided by federal law.

B. The Galveston County and any subcontractors will ensure that all funds provided through this contract are expended for services and activities described in the Scope of Services, and that no expenditures have, as their objective, the funding, sectarian worship, instruction, or proselytizing. This provision will not be interpreted to prohibit the Galveston County from contracting for goods or services with any religious institution or entity.

C. If a charitable or faith-based organization establishes a separate account for the government funds provided through this Contract, then only the services and activities provided by those funds will be subject to audit.

D. A charitable or faith-based provider of services or activities funded through this Contract

shall reasonably apprise all customers/participants of the following:

"Neither Houston-Galveston Area Council or Galveston County's selection of a charitable or faith-based provider nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. If you, as a customer, object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider, or notify the Area Agency on Aging Compliance Officer at 713.627.3200."

E. Galveston County will submit notification to Houston-Galveston Area Council of any subcontract or partnership agreement developed between the Galveston County and a charitable or faith-based organization.

SECTION 19: NON-ASSIGNMENT

This contract may not be assigned. Notwithstanding any attempt to assign this contract, Galveston County shall remain fully liable on this contract and shall not be released from performing any of the terms, covenants, and conditions of this contract. The Galveston County shall be held responsible for all funds received under this contract.

SECTION 20: ACKNOWLEDGEMENT OF FUNDING AND SUPPORT

Galveston County agrees to place in all literature describing its services covered under this contract, prominent notices acknowledging Houston-Galveston Area Council.

SECTION 21: TARGETING

Galveston County shall assure, in accordance with the 42 U.S. Code (USC) Section 3026, and Older Americans Act of 1965, as amended, that preference in the delivery of services is given to:

1. Eligible older individuals residing in rural areas;
2. Eligible older individuals with greatest economic need (with particular attention to low-income minority individuals);
3. Eligible older individuals who have greatest social need (with particular attention to low-income minority individuals);
4. Eligible older individuals with severe disabilities;
5. Eligible older individuals with limited English-speaking ability;
6. Eligible older individuals with Alzheimer's Disease or related disorder with neurological and organic brain dysfunction and the caretakers of such individuals; and
7. Older individuals at risk for institutional placement.

SECTION 22: DATA USAGE

The Galveston County agrees to abide by the terms and conditions of the Data Usage Agreement (DUA), without modifications, which is attached to this contract and on file at the Houston-Galveston Area Council;

SECTION 23: CODE OF CONDUCT

A. Galveston County shall maintain a written code or standards of conduct, which shall govern the performance of its officers, employees or agents engaged in the award and administration of this contract supported by federal funds if a conflict, real or apparent, arises. Such a conflict would arise when: the employee, officer or agent; any member of his immediate family; his/her partner; or an organization which employs, or is about to employ any of the above, has a financial or other interest in the entity selected for award.

B. Galveston County's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value for purpose that is or gives appearance of being motivated by a desire for private gain or favorable treatment for themselves or others, particularly those with whom they have family, business, or personal ties.

C. No officer or member of Galveston County and no public official or officer or member of the Board of Galveston County who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal or pecuniary interest, direct or indirect, in the Galveston County or the proceeds thereof.

SECTION 24: RIGHT TO APPEAL

Any applicant to provide services whose application is denied or whose contract is terminated or not renewed (except as provided in 2 CFR Part 200), has a right to appeal such action. The applicant shall give notice of appeal to Houston-Galveston Area Council within ten calendar days after it receives H- GAC's action letter.

SECTION 25: DISPUTE RESOLUTION

Galveston County agrees to:

A. The dispute resolution process provided in Houston-Galveston Area Council's Area Agency on Aging's Policy and Procedures Handbook, should be used as further described, by the Parties to attempt to resolve any claim for breach of contract made by the Galveston County.

B. A Galveston County's claim for breach of this contract that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Houston-Galveston Area Council's Area Agency on Aging's Policy and Procedures Handbook.

SECTION 26: SCOPE OF SERVICES, GOALS, OUTPUTS AND INCOMES

The Galveston County agrees to provide the services set out in the attached Scope of Service which reflects the organization's approved levels of service. The Budget for these

services is separately attached.

The Galveston County agrees to serve the number of persons and units and substantially meet the goals and outcomes described in Galveston County's proposal with Houston-Galveston Area Council.

SECTION 27: CUSTOMER COMPLAINTS AND HEARINGS

A. To address complaints relating to discrimination or a violation of any of the legal authorities cited in these Special Contract Provisions, Houston-Galveston Area Council has adopted Methods of Administration approved by the U.S. Department of Health and Human Services and the U.S. Administration for Community Living establishing complaint processing procedures.

B. Galveston County is responsible for using the complaint and hearing provisions set forth in those Methods of Administration as described in Area Agency on Aging's Policy and Procedures Handbook. This requirement includes complaints or hearings related to Galveston County's denial of service or financial assistance.

ATTACHMENT "A"

DATA USE AGREEMENT
BETWEEN THE
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE
AND
HOUSTON-GALVESTON AREA COUNCIL

This Data Use Agreement ("DUA") entered into by and between the Texas Health and Human Services Enterprise ("HHS") agency, the Department of Aging and Disability Services (DADS) and Houston-Galveston Area Council ("CONTRACTOR"), and incorporated into the terms of DADS Contract No.539-11-0024-00001, in Travis County, Texas (the "Base Contract").

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

ATTACHMENT 1. THE PURPOSE OF THIS DUA IS TO FACILITATE CREATION, RECEIPT, MAINTENANCE, USE, DISCLOSURE OR ACCESS TO CONFIDENTIAL INFORMATION WITH CONTRACTOR, AND DESCRIBE CONTRACTOR'S RIGHTS AND OBLIGATIONS WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND THE LIMITED PURPOSES FOR WHICH THE CONTRACTOR MAY CREATE, RECEIVE, MAINTAIN, USE, DISCLOSE OR HAVE ACCESS TO CONFIDENTIAL INFORMATION. ***45 CFR 164.504(E)(1)-(3)*** **THIS DUA ALSO DESCRIBES HHS'S REMEDIES IN THE EVENT OF CONTRACTOR'S NONCOMPLIANCE WITH ITS OBLIGATIONS UNDER THIS DUA. THIS DUA APPLIES TO BOTH BUSINESS ASSOCIATES AND CONTRACTORS WHO ARE NOT BUSINESS ASSOCIATES WHO CREATE, RECEIVE, MAINTAIN, USE, DISCLOSE OR HAVE ACCESS TO CONFIDENTIAL INFORMATION ON BEHALF OF HHS, ITS PROGRAMS OR CLIENTS AS DESCRIBED IN THE BASE CONTRACT.**

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Standard Contract Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations there under in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance there under; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

"Authorized Purpose" means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

"Authorized User" means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"Confidential Information" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Personally Identifiable Information;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"Legally Authorized Representative" of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 *Obligations of CONTRACTOR*

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. ***45 CFR 164.502(b)(1); 45 CFR 164.514(d)***

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. ***45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101***

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or

applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request.***45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)***

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief. ***45 CFR 164.504(e)(2)(ii)(A)***

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. ***45 CFR 164.502(d)(2)(i) and (ii)*** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. ***45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002***

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without requiring that Subcontractor first execute the Form Subcontractor Agreement,

Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and ***45 CFR 164.502(e)(1)(1)(ii); 164.504(e)(1)(i) and (2)***

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. ***45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.***

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. ***45 CFR 164.524and 164.504(e)(2)(ii)(E)***

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. ***45 CFR 164.504(e)(2)(ii)(E) and (F)***

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. ***45 CFR 164.504(e)(2)(ii)(G) and 164.528***

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests, unless HHS has given prior written consent for CONTRACTOR to respond to and account for all such requests. ***45 CFR 164.504(e)(2)***

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information

privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. ***45 CFR 164.308; 164.530(c); 1 TAC 202***

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: ***45 CFR 164.504(e)(ii)(1)(A)***

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. ***45 CFR 164.504(e)(4)(ii)(B)***

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. ***45 CFR 164.504(e)(2)(i)(B)***

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. ***45 CFR 164.504(e)(2)(ii)(J)***

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. ***45 CFR 164.306; 164.530(c)***

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 2. The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information

CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment

whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. ***45 CFR 164.306***

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. ***45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c) (privacy safeguards)***

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official ***45 CFR 164.530(a)(1)*** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. ***45 CFR 164.308(a)(2)***

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. ***45 CFR 164.502; 164.514(d)***

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. ***45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)***

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. ***45 CFR 164.308; 164.514(d)***

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. ***45 CFR 164.504(e)(2)(i)(I)***

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information *at rest* requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. ***45 CFR 164.312; 164.530(d)***

(Z) CONTRACTOR will comply with the following laws and standards ***if applicable to the type of Confidential Information and Contractor's Authorized Purpose***:

Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;

The Privacy Act of 1974;

OMB Memorandum 07-16;

The Federal Information Security Management Act of 2002 (FISMA);

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;

Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;

National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;

NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;

NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;

NIST Special Publication 800-88, Guidelines for Media Sanitization;

NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and

Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. ***Breach or Event Notification to HHS. 45 CFR 164.400-414***

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). ***45 CFR 164.404***

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour

of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, ***or in a timeframe otherwise approved by HHS in writing***, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and ***IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.***

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. ***45 CFR 164.410***

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, provide formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: ***For (a) - (m) below: 45 CFR 164.400-414***

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as

otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

Section 4.02 ***Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530***

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

Section 4.03 ***Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)***

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name

and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 *Ownership of Confidential Information*

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

Section 6.02 *HHS Commitment and Obligations*

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

Section 6.03 *HHS Right to Inspection*

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

Section 6.04 *Term; Termination of DUA; Survival*

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

Section 6.05 ***Governing Law, Venue and Litigation***

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 Injunctive Relief

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to

the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 ***Indemnification***

To the extent permitted by law, CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. To the extent permitted by law, CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 6.08 ***Insurance***

(A) CONTRACTOR represents and warrants that it maintains either self-insurance or commercial insurance with policy limits sufficient to cover any liability arising from any acts or omissions by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce under this DUA. CONTRACTOR warrants that HHS will be a loss payee and beneficiary for any such claims.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

Section 6.09 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.10 Entirety of the Contract

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.11 Automatic Amendment and Interpretation

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

Section 6.12 Effective Date

The effective date of this Data Use Agreement is as stated in the contract amendment which incorporates the DUA into the Base Contract.

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM
DADS CONTRACT NUMBER 539-11-0024-00001

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with Galveston County (SUBCONTRACTOR) for performance of duties on behalf of CONTACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR	**SUBCONTRACTOR**
BY: _____	**BY:** _____
NAME: Chuck Wemple	**NAME:** Mark Henry
TITLE: Executive Director	**TITLE:** County Judge
DATE: _____, 2025.	**DATE:** November 10, 2025

OpenGov + Create

CLOSED
Awarded

Meals and Transportation Services

Request For Qualification
HS - Area Agency on Aging
95230, 95294, 96347

Close Date: No Close Date

Project ID: HS-AAA-METRS-03-25
Release Date: Friday, March 28, 2025
Due Date: Thursday, May 15, 2025 12:00pm
Posted Friday, March 28, 2025 5:00am
Bid Unsealed Thursday, May 15, 2025 2:03pm by Allison Cruz
Pricing Unsealed Thursday, May 15, 2025 2:03pm by Allison Cruz
All dates & times in Central Time

Edit Preview

3. Project Information/Services Requested

Firms will be contracted with on an as needed basis and fees will be established based upon submitted budgets and capped pricing set by the State.

3.1. Minimum Qualifications

The Area Agency on Aging (AAA) is soliciting proposals from businesses that have experience in providing direct consumer services and participant assessments, and meet the following criteria:

- Has been in business for at least three (3) years or have a contract with the State of Texas
- Maintain at least three (3) month's operating revenue
- Maintain insurance that protects the health and safety of clients and employees. At a minimum, awardees will need to obtain Worker's Compensation insurance coverage, auto liability coverage, comprehensive liability including bodily injury coverage, and property damage coverage.
- Maintain bonding insurance on employees, including fidelity and honesty bond coverage.
- Awardees will furnish original certificates of coverage and name H-GAC as the loss payee on such coverage. Governmental entities are excluded from this provision by state and federal law.

General Disaster Relief/Emergency Services

Service contractors are required to participate and play a role in disaster relief activities which meet the needs of the older individuals in planning for, during, and after natural, civil defense, and/or man-made disasters. Contractors located in a disaster affected area and/or located near a disaster area must participate in disaster relief efforts. Types of disaster relief efforts include, however are not limited to: Use of contractor's facilities, equipment, and vehicles, and/or meals. Contractors must maintain written policies and procedures to provide for the availability of facilities, vehicles and food for participants in emergencies and disasters. The written policies and procedures should make high-risk, older individuals a priority.

Refer to the OAA, Texas Administrative Code (TAC), Texas Health and Human Service Commission (HHSC), Texas Department of Health Service (TDHS), and Houston-Galveston Area Agency on Aging's (AAA) policies and procedures for additional information.

Satisfaction Survey

Contractors must regularly survey the consumer's satisfaction with the delivery and the quality of the services provided. Contractors must compile and analyze the clients' satisfaction results and use the results in the development of their annual outreach plan, include needs assessment, budget, and service mix considerations in the outreach plan and submit to H-GAC every fiscal year.

3.2. Service 1 -Title III C Congregate Meals

Service Definition

A hot or other appropriate meal served to an eligible older individual which meets 33⅓ percent of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary of Agriculture, and which is served in a congregate setting. The objective is to reduce food insecurity and promote socialization of older individuals. There are two types of congregate meals:

- Standard meal - A regular meal from the standard menu that is served to the majority or all participants.
- Therapeutic meal or liquid supplement - A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietitian (e.g., diabetic diet, renal diet, pureed diet, tube feeding). "Liquid supplement" meals are included in the allowable category of therapeutic meals, such as diabetic, renal or heart safe meals. The OAA defines "liquid supplement" meals as those meals provided through a feeding tube to meet the needs of a specific individual. These meals require a doctor's prescription and close monitoring. Dietary supplements, such as vitamins or Ensure, can be authorized by a doctor, dietitian/nutritionist or the need may be identified through the nutritional risk assessment. These items do not require a prescription, nor do they necessarily require oversight. As items such as these are not considered meals (stand-alone), they must be purchased under Health Maintenance. If a AAA is providing these services through Health Maintenance because of a doctor's prescription, some monitoring should be conducted, whether through a home health nurse or follow-up nutritional risk and functional assessment Consumer Needs Evaluation (CNE). The circumstance would dictate the follow-up.

Program Outcome

The service outcome is to promote better mental and physical health for older people through nutritious meals and socialization. Congregate nutrition services must be a part of a system of services to promote independent living for the elderly by serving as a focal point for services. Contractors must review carefully and adhere to the requirements of TAC. Other names used when referring to congregate meals are Title IIIC1, III C1, or C1.

Eligibility Requirements

Program participants must be sixty (60) years of age or older. The Older American Act (OAA) ensures nutrition services are made available to:

- The spouses of eligible participants who participates at the nutrition site, and
- Individuals with disabilities who are not sixty (60) years of age or older but reside in housing facilities occupied by older individuals at which congregate nutrition services are provided.

The OAA also allows nutrition service contractors the option to offer a meal, on the same basis as meals provided to participating older individuals to:

- Individuals providing volunteer services during the meal hours, and
- Individuals with disabilities who reside at home with and accompany older individuals eligible to the congregate meal site.

Service Activities :

- Provision of congregate meals
- Provision of ongoing nutrition education services to include information and referral
- Access to congregate meal sites
- Health and nutrition education programs
- Recreational activities may also be provided by resources other than the Older Americans Act.

Documentation

A unit of service equals one (1) meal served in accordance with the Texas Health and Human Services Commission's (HHSC) Title III Nutrition Service Standards. The contractor must maintain official files containing information that identifies regular participants, documents eligibility, and gives procedures for emergency care. The contractor must use only the reporting and documentation forms provided by the AAA.

Service Delivery Forms (Provided by AAA)

The following documents will be required under the contract for all new and renewing Title III Congregate Meal participants. Participant forms **must be updated and submitted by the contractor to the AAA annually upon reassessment for existing participants**.

Form/Document	Contractor	Participant

Frequency of Submission	Monthly or as required for new and renewing clients	Annually for existing clients
Client Intake and Request Form		✓
Client Checklist	✓	✓
Client Request for Services	✓	✓
Participant Rights and Responsibilities	✓	✓
Nutrition Risk Screening	✓	✓
Client Information Release (as necessary)	✓	
Client/Service Change of Status (as necessary)	✓	
Monthly Invoice	✓	
Nutrition Education Sign-In Sheet	✓	
Service Delivery Log	✓	
Client Grievance and Participant Contribution Policies	✓	✓

Client Grievance and Participant Contribution Policies must be posted in the senior center and provided to the client during the Intake and Assessment process.

Frequency of Service

Meals must be served at least once a day, five days a week, and a minimum of 260 days a year, except in a rural area where such frequency may not be feasible. Contractor must request a meal wavier if they cannot provide a hot meal five-days a week, in their service area. Contractor is required to request a waiver if their nutrition program (all sites) is serving hot meals less than five (5) days a week in their service area.

Contractor must request a waiver from the Area Agency on Aging. Contractor's waiver must be requested prior to start of the fiscal year or before meal service begins. When a new Fiscal Year begins, contractors must request a new waiver. Once granted, a waiver is valid until the end of the Fiscal Year. The request for a waiver must include:

- Name of the contractor
- The name and description of affected area(s),
- What meals and days of the week meals will be provided
- The affected area, including county, city, and neighborhood if appropriate
- Condition making this request necessary.

Holiday Meal Delivery

Contractors are required to provide holiday meal(s) on or before the actual day of the holiday. Contractors must make holiday meals available to all eligible program participants. **The meals(s) must be counted and reported on the same day the client received them, not when they were intended to be eaten. Contractors must submit holiday schedule to AAA at start of contract.**

Disaster Relief/Emergency Meals

Contractors must furnish shelf stable meals for eligible participants effected by a disaster or emergency. A minimum of five (5) meals will be provided per delivery, particularly during hurricane season. Emergency shelf stable meals must be provided in advance to known weather related events. If possible, emergency meals will be provided to eligible participants pre and post disaster. Contractors must have the necessary storage space to supply the appropriate amount of shelf stable meals. Contractors will be reimbursed for emergency meals when the meals are delivered to eligible participants. Contractors will not be reimbursed for shelf stable meals purchased to meet their contracted service delivery performance goals. Contractors must maintain weather related documentation supporting the distribution of emergency meals. Examples of documentation are printed weather reports, disaster declaration, or emails from the State or the Area Agency on Aging.

Nutrition Education to Meal Recipients

Nutrition Education consists of the provision of information to older individuals to promote nutritional well-being and to delay the onset of adverse health conditions resulting from poor nutritional health or sedentary behavior. An education session is counted for each individual trained during the consumer assessment and annual reassessment.

Documentation

Contractors are required to provide older individuals nutrition screening, nutrition education, and nutrition assessment and counseling if appropriate, based on the needs of the meal participants.

The AAA, through its licensed nutrition consultant, will provide contractors with required Nutrition Education material, staff training, and Nutrition Education Sign-in Sheets. Contractors are required to provide program participants with Nutrition Education at a minimum annually, during the consumer assessment and reassessment. Contractors are required to submit Nutrition Education documentation to the AAA.

Nutrition Outreach Plan

A written nutrition outreach plan must be developed and implemented with emphasis on the preferred target group as defined in the TAC. Nutrition outreach service expenses must be included in budgeted costs for Congregate and Home-delivered meals.

Facilities Compliance

Contractors must follow procedures and maintain facilities that are following all applicable federal, state and local fire, health, sanitation, safety laws and regulations, and the Older Americans Act. All food preparation, handling, and service activities must comply with Texas Department of Health Services' (DHS) "Rules on Food Service Sanitation." Contractor must provide a copy of all required inspection results to the AAA within five (5) calendar days of receipt of the results.

Training

Contractors must provide at least one (1) hour of training to all staff and volunteers who serve and/or deliver meals. Contractors must provide new staff and volunteers with training within the first month of employment. Staff must provide training at least annually. This information must be provided before staff and volunteers assume duties and must include:

- Participant information confidentiality
- Procedures used in handling emergency situations involving participants
- Sanitary methods used in serving and delivering meals
- General knowledge and basic techniques of working with persons who are aged and persons who are disabled
- Personal hygiene

Service contractors must provide the following training to a staff or volunteers who are involved only in the administration of nutrition services before the staff person or volunteer assumes duties:

- Training described in the previous paragraph
- One (1) hour of training on the content and implementation of applicable forms, rules, procedures, and policies of Health and Human Services Commission (HHSC), the AAA, and the service contractor relating to the administration or provision of nutrition services.

Contractors must provide at least two (2) hours of training to a food service supervisor before the supervisor assumes duties. Training topics must include:

- Personal hygiene
- Food storage, preparation and service, including prevention of food borne illness
- Equipment cleaning before, during, and after meal service
- Selection of proper utensils and equipment for transporting and serving foods
- Automatic and manual dishwashing procedures
- Accident prevention

In addition to the training required in the previous paragraph, services contractors must provide at least six (6) hours of training for a food service supervisor no later than thirty (30) days after the supervisor assumes duties. Training topics must include:

- Practical procedures for food preparation, storage, and serving
- Portion control of food in appropriate dishes
- Use of standardized recipes
- Nutritional needs and meal pattern requirements of older program participants to be served
- Quality control of:
    - flavor
    - consistency
    - texture
    - temperature
    - appearance, including the use of garnishes

Contractors must ensure their food service supervisor complies with 25 TAC §229.163 (relating to Management and Personnel).

Contractors must document the provision of training required by the above paragraphs of this section. The documentation must include the names of the staff person or volunteer being trained and the trainer; the topics covered; and the date, time, and length of the training.

Contractors must have an adequate number of staff persons available during the time congregate meals are provided who are certified in:

a. first aid
b. cardiopulmonary resuscitation
c. operating an automatic external defibrillator, if one is available

3.3. Service 2 -Title III C Home-Delivered Meals

Service Definition

Hot, cold, frozen, dried, canned, fresh, or supplemental food (with a satisfactory storage life) which provides a minimum of 33⅓ percent of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary of Agriculture, and is delivered to an eligible participant in their place of residence. The objective is to reduce food insecurity, help the recipient sustain independent living in a safe and healthful environment. There are two types of home delivered meals:

- Standard meal - A regular meal from the standard menu that is served to the majority or all participants.
- Therapeutic meal or liquid supplement - A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietitian (e.g., diabetic diet, renal diet, pureed diet, tube feeding). "Liquid supplement" meals are included in the allowable category of therapeutic meals, such as diabetic, renal or heart safe meals. The OAA defines "liquid supplement" meals as those meals provided through a feeding tube, to meet the needs of a specific individual. These meals require a doctor's prescription and close monitoring. Dietary supplements, such as vitamins or Ensure, can be authorized by a doctor, dietitian/nutritionist or the need may be identified through the nutritional risk assessment. These items do not require a prescription, nor do they necessarily require oversight. As items such as these are not considered meals (stand-alone), they must be purchased under Health Maintenance. If a AAA is providing these services through Health Maintenance because of a doctor's prescription, some monitoring should be conducted, whether through a home health nurse or follow-up nutritional risk and functional assessment (Consumer Needs Evaluation). The circumstance would dictate the follow-up.

Program Outcome

The service outcome is to promote better health for homebound older persons who are eligible for nutritious home-delivered meals. Contractors should review carefully and adhere to the requirements of the TAC, HHSC, and the Area Agency on Aging, in the delivery of services. Other names for Home-Delivered Meals are Title IIIC2, III C2, or C2.

Eligibility Criteria

Participants must be sixty (60) years of age or older and score a minimum of twenty (20) on the HHSC Consumer Needs Evaluation (CNE). Eligibility must be based on an assessment of at least the following: impairment in the ability to perform activities of daily living or instrumental activities of daily living; frequency of a person leaving his or her home or need assistance to do so; ability to prepare nutritious meals and shop for food, their nutritional risk, and financial resources available to the senior.

The Older American Act (OAA) ensures nutrition services are made available to:

- The spouse of an older person, regardless of age or condition, may receive a home delivered meal if, according to criteria determined by the AAA, receipt of the meal is in the best interest of the homebound older person.

Service Activities

- Provision of home delivered meals
- Provision of ongoing nutrition education services in the home-to include information and referral
- Assessment of needs
- Appropriate referral to other services
- Other in-home services may also be provided by resources other than the OAA

Documentation

A unit of service equals one (1) meal served in accordance with the HHSC Title III Nutrition Service Standards. Contractor must maintain official files containing information that identifies regular participants, documents eligibility, and gives procedures for emergency care. The contractor must use only the reporting and documentation forms provided by the AAA.

Service Delivery Forms (Provided by AAA)

The following documents will be required under the contract for all new and renewing Title III Home Delivered Meal clients. Participant forms **must be updated and submitted by the contractor to the AAA annually upon reassessment for existing participants**.

Form/Document	**Contractor**	**Participant**
Frequency of Submission	**Monthly or as required for new and renewing clients**	**Annually for existing clients**
Client Checklist	✓	✓
Client Intake	✓	✓
Client Needs Assessment (CNE)	✓	✓
Client Request for Services	✓	✓

Participant Rights and Responsibilities	✓	✓
Nutrition Risk Screening	✓	✓
Client Information Release (as necessary)	✓	
Client/Service Change of Status (as necessary)	✓	
Monthly Invoice	✓	
Nutrition Education Certification	✓	
Service Delivery Log	✓	
Client Grievance and Participant Participation Policy	✓	✓
Telephone Reassurance Log (if providing less than five (5) meals per week)	✓	

Client Grievance and Participant Contribution Policies must be provided to the client during the Intake and Assessment process.

Frequency of Service

Contractor must deliver at least one (1) home delivered hot, cold, frozen, dried, canned, or supplemental foods (with satisfactory storage life) meal per day and any additional meals for a minimum of 260 days a year, except in a rural area where such frequency is not feasible. A Contractor delivering less than one (1) meal per day must submit a waiver. See Wavier Requirements below. See OAA Part C – Nutrition Service, Subpart 2 – Home Delivered Nutrition Services, Section 336 (42 U. S. C. 3030f)

Holiday Meal Delivery

Contractors are required to provide holiday meal(s) on or before the actual day of the holiday. Contractors must make holiday meals available to all eligible program participants. **The meals(s) must be counted and reported on the same day the client received them, not when they were intended to be eaten. Contractors must submit holiday schedule to AAA at start of contract.**

Emergency Meals

Contractors are required to provide shelf stable emergency meals once during the fiscal year for all eligible program participants, particularly during hurricane season. Contractors must provide at a minimum five (5) shelf stable meals per delivery. The AAA requires that shelf stable emergency meals be provided to program participants by June 1, the start of hurricane season.

It is important that each senior center adhere to the provision schedule set by the AAA. Anything otherwise is considered out of compliance.

Telephone Reassurance

The home delivered meal program is intended to provide contact to frail, isolated individuals as well as good nutrition. Contractor will be required to describe how they will contact the client on a regular basis and describe the frequency. Telephone Reassurance is required for Contractors that provide at delivery a meal less than every other day. **Everyone must be contacted in person or by telephone at least three (3) times per week.**

Nutrition Wavier

If a nutrition Contractor serves a rural area where it is not feasible to deliver/provide a home delivered meal (5) five days a week, the Contractor must request a waiver from the Texas Health and Human Services Commission. Contractor's waiver must be requested prior to start of the fiscal year or before meal service begins. Waivers are requested annually. Once granted, a waiver is valid until the end of the Fiscal Year.

Training

Meal contractors must provide meal staff and volunteers with training in the areas of:

- Client confidentiality
- Procedures used in handling emergency situations involving clients
- Personal hygiene and Sanitary methods used in serving and delivering meals
- First aid and CPR training
- General knowledge and basic techniques of working with persons who are aged or disabled
- Orientation in applicable HHSC, the Area Agency Agreement, rules, procedures and policies

Meal contractors must provide new staff and volunteers with at least one (1) hour of training within the 1st six (6) months of employment. Existing staff must provide training annually.

3.4. Service 3: Title III B – Demand/Response Transportation Services

Service 3: Title III B – Demand/Response Transportation Services

Service Definition

Taking an older individual from one location to another but does not include any other activity. Demand/Response transportation is designed to carry older individuals from specific origin to specific destination upon request. Older individuals request the transportation service in advance of their need, usually twenty-four (24) to forty-eight (48) hours prior to the trip.

Program Outcome

Transportation services must provide access to needed services which maintain the independence and dignity of the elderly. Contractors must adhere to the requirements of the TAC in the delivery of services. Transportation is a Title IIIB service.

Eligibility Requirements

Clients must be sixty (60) years of age or older. Eligible participants must not be denied transportation services by any transit contractor, funded by the Older Americans Act, because they cannot afford to pay for and/or do not wish to contribute to the service.

The OAA **does not** allow transportation services to be offered to:

- A spouse or family member who is under sixty (60) years of age,
- An individual with disabilities who is under sixty (60) years of age and lives with an older individual, or
- An individual who is a paid caregiver assisting an older individual.

The OAA does allow individuals who are under sixty (60) years of age to financially contribute to transportation services, or the service contractor may use funds from other funding sources.

Documentation

A unit of service is a one-way trip provided to an eligible person from one location to another. Contractor must maintain official files containing information that identifies regular participants, documents eligibility, and gives procedures for emergency care. Contractor must use only the reporting and documentation forms provided by the Area Agency.

Service Delivery Forms (Provided by AAA)

The following documents will be required under the contract for all new and renewing Title III Transportation clients. Participant forms **must be updated and submitted by the Contractor to the AAA annually upon reassessment for existing participants**.

Form/Document	**Contractor**	**Participant**
Frequency of Submission	**Monthly or as required for new and renewing clients**	**Annually for existing clients**
Client Checklist	✓	✓
Client Intake	✓	✓
Client Request for Services	✓	✓
Participant Rights and Responsibilities	✓	✓
Client Information Release (as necessary)	✓	
Client/Service Change of Status (as necessary)	✓	
Monthly Invoice	✓	
Service Delivery Log	✓	
Client Grievance and Participant Participation Policy	✓	✓

Grievance Policy and Participant Contribution Policy should be posted in the vehicle and provided to the client during the Intake and Assessment process.

Service Delivery

Transportation services must be designed by transit contractors in accordance with the Americans with Disability Act of 1990. Transportation services must be provided to and from activities only as specified by the AAA.

Eligible trips include trips for medical purposes, for essential shopping, and to the senior center. Title III funds must not be used to cover the costs of trips for recreational purposes outside the county where nutrition and in-home services are provided. Allowable trips, in order of priority, are as follows:

- Medical Trips - any related trip including to doctor's office, dental appointments, hospitals, health clinics, ophthalmic visits, pharmacy, or any other essential medical purposes.
- Essential Shopping - includes grocery shopping, bill payment, public benefit offices, post office, employment, beauty and barbershops.
- Senior Center - trips to participate in services in a senior center including meals, nutrition education programs, physical fitness programs, health screening, volunteer opportunities, and recreational activities in the center.

Accident Reporting

The transit contractor must call the AAA the day of the accident and complete and file a HHSC accident report with the AAA and HHSC.

Training

Transit contractors must provide transit staff and volunteers with training in the areas of:

- Scheduling and dispatching
- Defensive driving
- Passenger handling and assistance
- First aid, and
- CPR training

Transit contractors must provide new staff and volunteers with training within the 1st six months of employment. Existing staff must provide training annually.

3.5. Service Reimbursement, Program Match Requirements, Program Income and Post Award Meeting

Service Reimbursement

H-GAC agrees to make payment to Contractors in the amounts, and upon the terms and provisions, set forth their contract. Contractors agree to accept such payments as full compensation for services performed hereunder.

H-GAC will pay Contractors on a unit rate reimbursement basis for services rendered. Contractors agree to deliver specific services on an "at-risk" basis. Adjustments will be considered only in instances where a service provider suffers operating losses due to events over which they have no control, or reasonably could not have anticipated OR in instances where a service provider experiences significant excess revenues over operational costs due to unanticipated and/or unbudgeted additional resources or reductions in expenses due to a change in costs resources or reductions in expenses due to a change in cost allocation methodology. "At-risk" unit rates will not be adjusted to offset poor management planning. Any adjustment to an "at-risk" unit rate will be judged on its own merits.

Unit rates established by H-GAC will not exceed rates or rate limitations established by Texas Health and Human Services Commission in its rules and regulations.

Program Match Requirements

Contractors may use their allocation of Title III B and/or Title C funds to pay no more than 90 percent of the costs of providing services. At least ten (10) percent of the costs must be provided by the Contractor, for each service. Contractors may provide more than a 10% match (over match) if they desire. This non-federal share must be a cash match. If enough cash is not available to meet the minimum ten (10) percent match requirement, a combination of cash and in-kind resources may be used to meet the match requirement.

Program match consists of two components local cash and in-kind.

- **Cash Match –** Cash match is funding the Contractor typically receives from local funding sources and not federal or state funds. Examples of cash match are funds received from the United Way, county and city government, churches, foundations, bequests, donations, and fundraisers. Cash match must be reported to the Area Agency on Aging.
- **In-Kind Resource Match** – In-kind resources are commonly valuable space, vehicles, or volunteer hours donated. Contractors may use in-kind resources in-lieu of cash, if securing cash funds is not possible. Contractor must provide documentation showing that the cash match cannot be secured, and in-kind resources must be used. Contractor must provide documentation demonstrating how the in-kind resources value was determined.

Program Income

Program Income is a donation from program participants who received services. Contributions are used to increase services in the program area where they are donated. Contributions should be collected by Contractors. Contractors should provide participants an opportunity to contribute. Participant contributions are voluntary and are not a condition to receive services. Participants should not feel coerced to contribute.

Post Award Meeting

H-GAC reserves the right to require the awarded respondent attend a post award meeting with H-GAC staff and/or other designated persons at H-GAC offices in Houston, Texas within thirty (30) calendar days after the award. The purpose of the meeting will be to discuss the terms and conditions and to provide additional information regarding the work tasks and requirements. Awarded respondent and H-GAC will identify specific goals, strategies and activities planned for meeting program objectives.

Galveston County Parks & Cultural Services

Houston-Galveston Area Council

Fiscal Year 2026

Budget Summary

October 1, 2025- September 30, 2026

Service Description	Unit Rate	Approved Units	OAA Funds	Matching Funds	Program Income	Total Funding
Transportation-Demand/Response						
Title III B Transportation	$ 8.90	14,586	$ 129,816			$ 129,816
Local Match	$ -			$ -		-
Cash Match	$ 8.90	5,734		51,033		51,033
In-Kind Match						-
Subtotal		**20,320**	**$ 129,816**	**$ 51,033**		**$ 180,849**
Program Income	$ 8.90	20			$ 178	$ 178
Transportation Total		**20,340**	**$ 129,816**	**$ 51,033**	**$ 178**	**$ 181,027**
Congregate Meals						
Title III Congregate Meals	$ 6.50	31,955	$ 207,706			$ 207,706
Local Match	$ 0.64			$ 20,451		20,451
Cash Match	$ 7.14	34,645		247,365		247,365
In-Kind Match						-
Subtotal		**66,600**	**$ 207,706**	**$ 267,816**		**$ 475,522**
Program Income	$ 7.14	400			$ 2,856	$ 2,856
Title III C1 Total		**67,000**	**$ 207,706**	**$ 267,816**	**$ 2,856**	**$ 478,378**
Cash Match	$ 7.14	-		-		-
C1 Grand Total		**67,000**	**$ 207,706**	**$ 267,816**	**$ 2,856**	**$ 478,378**
Home Delivered Meals						
Title III Home Delivered Meals						
SGR HDM						
Local Match						
Cash Match						
In-Kind Match						
Subtotal						
Program Income						
Title III C2 Total						
Cash Match						
HDM Grand Total						
Title III Funds			**$ 337,522**			**$ 337,522**
Cash Match				**$ 318,849**		**$ 318,849**
In-Kind Match				**$ -**		**$ -**
Program Income					**$ 3,034**	**$ 3,034**
GRAND TOTAL			**$ 337,522**	**$ 318,849**	**$ 3,034**	**$ 659,405**

Houston-Galveston Area Council
Budget Summary Amendment # 1
October 1, 2025- September 30, 2026
Effective: April 1, 2026

I. Purpose

This is an amendment to the contract between the
Houston-Galveston Area Council (H-GAC)
and
Effective: April 1, 2026
for Nutrition and Transportation Services

The purpose of this amendment is to:

A. Budget Change:

Increase		
OAAA Title III B - Transportation Service Funds	$	5,775
OAAA Title III C1 - Congregate Meals Funds	$	231,298
OAAA Title III C2 - Home Delivered Meals Funds	$	-
State General Revenue III C2 - Home Delivered Meals Funds	$	-
Total Change	**$**	**237,073**

The total contract budget changes from $ 337,522 to $ 574,595 .
The additional funds are to purchase services for Older Americans Act consumers.

II. Review and Approval

This amendment requires review and approval by the H-GAC Executive

III. Attachments

The following attachment to this amendment is hereby incorporated into H-GAC's original contract and are binding upon Effective: April 1, 2026

IV. Signatures

Chuck Wemple, Executive Director

Houston-Galveston Area Council

Effective: April 1, 2026

Galveston County Parks & Cultural Services

Houston-Galveston Area Council

Fiscal Year 2026

Budget Summary Amendment # 1

October 1, 2025- September 30, 2026

Effective: April 1, 2026

Service Description	Unit Rate	Approved Units	OAA Funds	Matching Funds	Program Income	Total Funding
Transportation-Demand/Response						
Title III B Transportation	$ 8.90	15,235	$ 135,591			$ 135,591
Local Match	$ -			$ -		-
Cash Match	$ 8.90	5,734		51,033		51,033
In-Kind Match				-		-
Subtotal		**20,969**	**$ 135,591**	**$ 51,033**		**$ 186,624**
Program Income	$ 8.90	20			$ 178	$ 178
Transportation Total		**20,989**	**$ 135,591**	**$ 51,033**	**$ 178**	**$ 186,802**
Congregate Meals						
Title III Congregate Meals	$ 6.50	67,539	$ 439,004			$ 439,004
Local Match	$ 0.64			$ 43,225		43,225
Cash Match	$ 7.14	34,645		247,365		247,365
In-Kind Match				-		-
Subtotal		**102,184**	**$ 439,004**	**$ 290,590**		**$ 729,594**
Program Income	$ 7.14	400			$ 2,856	$ 2,856
Title III C1 Total		**102,584**	**$ 439,004**	**$ 290,590**	**$ 2,856**	**$ 732,450**
Cash Match	$ 7.14	-		-		-
C1 Grand Total		**102,584**	**$ 439,004**	**$ 290,590**	**$ 2,856**	**$ 732,450**
Home Delivered Meals						
Title III Home Delivered Meals						
SGR HDM						
Local Match						
Cash Match						
In-Kind Match						
Subtotal						
Program Income						
Title III C2 Total						
Cash Match						
HDM Grand Total						
Title III Funds			**$ 574,595**			**$ 574,595**
Cash Match				**$ 341,623**		**$ 341,623**
In-Kind Match				**$ -**		**$ -**
Program Income					**$ 3,034**	**$ 3,034**
GRAND TOTAL			**$ 574,595**	**$ 341,623**	**$ 3,034**	**$ 919,252**

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*46.

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

Grant Award/Agreement

1) **Court Date:** 6/8/2026
2) **Department:** Road and Bridge Department
3) **Grant Agency:** Texas General Land Office (GLO)
4) **Funding Source:** Beach Maintenance Reimbursement (BMR) Program
5) **Grant Start Date:** 9/1/2026
6) **Grant End Date:** 8/31/2027
7) **Program Year:** FY2027
8) **Program End Date:** 8/31/2030
9) **Renewal Grant:** Yes
10) **Contract #:** 26-002-003
11) **Description:** Reimbursement based grant program application for the Beach Cleaning and Maintenance Assistance Program

12) **Grant Organization Keys:**
13) **Grant Type:**

Expenditure Type

14) **Grant Funded:** $673,666.67
15) **County Funded:** $0
16) **Total Project Amount:** $673,666.67
17) **Assigned Department Contact:** Clayton Comeaux, Road and Bridge Regional Operations Manager

County Funding Sources

18) **Match Fund:** N/A
19) **Match Division:**

NOTES:

See memo attachment for wet signatures required

Approval History

Seq #	Approver	Action	Action Date
1	Jamie Brownson	Approve	5/20/26 9:06 am
2	Miriam Moran	Disapprove	5/20/26 9:41 am
Notes:	Sending back to correct resolutions and memo as discussed.		
3	Jamie Brownson	Approve	5/20/26 1:41 pm
4	Miriam Moran	Approve	5/20/26 1:42 pm
5	Zachary Smith	Approve	5/26/26 6:59 am
6	Diana Huallpa	Approve	5/26/26 5:34 pm
7	Sergio Cruz	Approve	5/27/26 9:23 am

MEMORANDUM

To: **Galveston County Commissioners Court**

From: **Grants Administration Department**

Court Date: **June 8, 2026**

RE: **Road and Bridge Department**
FY2027 Texas General Land Office (GLO)
Beach Maintenance Reimbursement (BMR) Program

BACKGROUND

The Texas General Land Office (GLO) Beach Maintenance Reimbursement (BMR) Program is a reimbursement, by the State, of a portion of local funds expended to clean and maintain public beaches. The funds budgeted for the program are distributed among eligible coastal communities that maintain public beaches within their jurisdiction. The BMR is a formula-based reimbursement program for costs calculated based on previous year's expenditures, length of maintained coastline and other factors as defined by program rules and regulations.

SUMMARY

Galveston County has an established interlocal project agreement, Contract No. 26-002-003, with the GLO for the BMR formula-based reimbursement program for the duration from September 1, 2025 – August 31, 2030. Galveston County is required to submit the annual application along with the corresponding attachments for the Beach Cleaning and Maintenance Assistance Program in order to receive reimbursements.

The application attachments included are the following: application resolution, signatory resolution, estimate of expenditures, current equipment rate sheet, garbage and litter receptable statement, beach and dune rule compliance statement, beach cleaning proposal and county & site maps of all applicable beach parks.

The following BMR activities are eligible expenses, as stated in the application:

- Litter and Debris Removal
- Solid Waste Collection and Disposal
- Portable Toilet Rental and Servicing
- Barricades, Bollards and Traffic Signs

- Beach Patrol Expenses
- Equipment Rental

FINANCIAL SUMMARY

Grant Application: $ 673,666.67

County Contribution: $ 0

Total Project Cost: $ 673,666.67

RECOMMENDATIONS

Grants Administration requests the Court to consider approval to submit the FY2027 application to the Texas General Land Office (GLO) Beach Maintenance Reimbursement (BMR) Program and authorize the County Judge to sign the supporting resolution and the attached documents.

ATTACHMENTS FOR WET SIGNATURE

BMR Application
Application Resolution
Signatory Resolution
Garbage & Litter Receptable Statement
Beach Dune Compliance Statement
Beach User Fee Compliance Statement
Beach Cleaning Proposal

Application for the Beach Cleaning and Maintenance Assistance Program

Fiscal Year 2027

(September 1, 2026 - August 31, 2027)

Texas General Land Office
Commissioner Dawn Buckingham, M.D.
P.O. Box 12873
Austin, Texas 78711-2873
www.glo.texas.gov
1-800-998-4GLO

City or County making application (applicant):

Galveston County

Name and mailing address of administrative body responsible for beach cleaning:

Clayton Comeaux, Regional Operations Manager, Road & Bridge
Galveston County
Clayton.Comeaux@co.galveston.tx.us
5115 Hwy 3, Dickinson, TX 77539

Name, title, email address, and phone of official with day-to-day responsibility for project:

Clayton Comeaux, Regional Operations Manager, Road & Bridge
Galveston County
Clayton.Comeaux@co.galveston.tx.us
5115 Hwy 3, Dickinson, TX 77539

Name, title, mailing and email address, and phone of official authorized to receive state reimbursement and signatory for quarterly reports:

Mark Henry, County Judge
Galveston County
Mark.Henry@co.galveston.tx.us
722 Moody Ave
Galveston, TX 77550

The applicant understands and agrees that the requirements set forth in Section 61.069 of the Texas Natural Resources Code must be met, and the applicant expressly pledges and represents that it has met or will meet the requirements through the following:

1. The applicant has a duly constituted beach park board or like body with adequate authority to administer an effective program of keeping the public beaches under its jurisdiction clean. (OBA §61.069 (1))
2. The applicant shall provide for receipt of all project funds by its treasurer or like official who shall adequately safeguard such funds and assure same are expended solely for project purposes. The applicant agrees to reimburse the General Land Office for any project funds lost or spent for non-project purposes. (OBA §61.069 (2))
3. The applicant shall submit such reports as to amounts and types of project expenditures as may be required by the General Land Office. (OBA §61.069 (3))
4. The applicant provides free entrance to all public beaches within its jurisdiction. (OBA §61.069 (4))
5. The applicant operates and maintains one or more coastal parks which are satisfactory to the General Land Office with respect to size and facilities. (OBA §61.069 (5))

Application for the Beach Cleaning and Maintenance Assistance Program

Total linear feet of beach to be cleaned 137,430

Estimate of Expenses

1.	Equipment rental, litter and debris removal	$ 300,000.00
2.	Labor, litter and debris removal	220,000.00
3.	Signs, litter-related	
4.	Supervision, litter and debris removal	25,000.00
5.	Solid waste collection and disposal, including purchase of containers	230,000.00
6.	Portable toilet rental and servicing	28,000.00
7.	Barricades, bollards, and traffic signs	7,500.00
8.	Lifeguard expenses	
9.	Litter patrol expenses	
10.	Beach patrol expenses	200,000.00
11.	Administration	
	TOTAL	$ 1,010,500.00

Amount of state assistance requested for current state fiscal year (may not exceed two-thirds of amount shown in line above as provided by Section 61.076 of the Texas Natural Resources Code): $ 673,666.67

The General Land Office reserves the right to require of the applicant any additional evidence it may deem necessary for the approval of the application or management of the program.

Supporting documents: **(The application is incomplete unless the following documents are included.)**

Mark the applicable box as the corresponding document is included with the application.

- ☒ A current resolution authorizing application for funds and vesting an official with full authority to act for purposes of the program.
- ☒ A Texas Department of Transportation county map upon which are delineated the public beaches to be cleaned and the linear feet of beach therein.
- ☒ A site plan of applicant's beach park which meets the minimum requirements established by the state.
- ☒ A certified copy of documentation establishing a beach park board or like body.
- ☒ A current written statement attesting that the maintenance to be provided is consistent with the applicant's community adopted plan for Beach Access and Dune Protection.
- ☒ A current written statement acknowledging that compliance with the regulations for collection and expenditure of beach user fees, contained in Section 15.8 of the state's beach access and dune protection regulations, is a requirement of the program.
- ☒ A current written statement that the applicant will supply an adequate number of garbage and litter receptacles for that area of the beach which the applicant cleans and maintains in this program. Receptacles for recyclables are suggested, but not required.
- ☒ A current list, adopted by the governing body, of the equipment rates to be charged per hour or per day which also indicates whether with or without operator.
- ☒ A current beach-cleaning proposal describing the cleaning and maintenance operations at the beach.

Galveston County (Applicant) acting by and through Galveston County Commissioners Court (Official)

hereunto duly authorized, submits this application and certifies its contents are true and correct, and agrees to the above terms and conditions.

by Mark Henry (Name) _____ (Signature)

County Judge (Title) 6/8/2026 (Date)

Resolution

County of Galveston
State of Texas

BE IT REMEMBERED at a meeting of the Commissioner's Court of Galveston County, Texas, held on the 8th day of June, 2026. On motion made by _____, Commissioner of Precinct ___ and seconded by _____, Commissioner of Precinct _____, the following Resolution was adopted:

WHEREAS, the Texas General land Office required that the Galveston County Commissioners' Court be authorized to make the application for funds and also be vested with full authority to act for all other purposes in connection with the beach cleaning agreement covering the beach on Bolivar Peninsula.

NOW, THEREFORE, be it resolved that the Commissioners' Court of Galveston County, Texas vests its highest administrative official, the County Judge, with full authority to make application for funds and the County Judge and to act for all other purposes in the agreement between the County of Galveston and the Texas General Land Office, said agreement being known as the Beach Cleaning and Maintenance Assistance Agreement for the year FY2027.

SIGNED this 8th day of June, 2026.

_____
Mark Henry
County Judge

_____
Commissioner Darrell Apffel
Precinct One

_____
Commissioner Joe Giusti
Precinct Two

_____
Commissioner Hank Dugie
Precinct Three

_____
Commissioner Robin Armstrong
Precinct Four

ATTEST

_____
Dwight Sullivan, County Clerk

Resolution

County of Galveston
State of Texas

A RESOLUTION OF THE COMMISSIONERS COURT OF GALVESTON COUNTY, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS, REQUESTS FOR FUNDS AND REPORTING PERTAINING TO THE TEXAS GENERAL LAND OFFICE, BEACH MAITENANCE REIMBURSEMENT PROGRAM

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents for requesting funds and reporting;

WHEREAS, Galveston County, Texas acknowledges that in the event that an authorized signatory of the County changes (elections, illness, resignations, etc.) the County must provide a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory)

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS COURT OF GALVESTON COUTY, TEXAS AS FOLLOWS:

The County Judge is authorized to execute contractual documents associated to the Beach Maintenance Reimbursement Program;

The County Judge, Galveston County Road and Bridge Administrator and Road and Bridge Operations Manager are authorized to execute documents and required reporting between the Texas General Land Office and the County.

SIGNED this 8th day of June, 2026.

_____
Mark Henry
County Judge

ATTEST

_____
Dwight Sullivan, County Clerk

BMR Equipment List

FISCAL YEAR	INVENTORY#	YEAR	MAKE	SPECIFICATION	LIST USED	CODE	LIST DESCRIPTION	RATE	UNIT	IS THE OPERATOR INCLUDED
FY2027	CR01	2017	Barber	Rake, Surf Rake, 600HD, 6ft cleaning path	FEMA	8638	Rake	$18.73	Hourly	No
FY2027	720	2008	Ford	Truck, Flatbed, F-750, 260 HP	FEMA	8702	Truck, Flatbed	$43.00	Hourly	No
FY2027	5055	2020	Kubota	Tractor,M7-152, 152HP, 4WD, With Front-End Loader	TXDOT	2E+05	Tractor, Pneumatic Tired, W/ Front End	$50.00	Hourly	No
FY2027	5058	2020	Chevrolet	Silverado 2500, 3/4 ton, 4x4, 360 HP	FEMA	8807	Truck, Pickup	$18.71	Hourly	No
FY2027	5061	2020	Ford	Truck, Dump, F-750, 220 HP, 7 CY	FEMA	8720	Truck, Dump	$55.28	Hourly	No
FY2027	5134	2021	International	Truck, Dump, HV607	FEMA	8720	Truck, Dump	$55.28	Hourly	No
FY2027	5202	2012	Volvo	Grader, Motor, G946 12'	FEMA	8331	Grader	######	Hourly	No
FY2027	5234	2022	Gradall	Gradall, XL4100 III	FEMA	8288	Excavator, wheeled	######	Hourly	No
FY2027	5235	2022	Barber	Rake, Surf Rake, 600HD, 6ft cleaning path	FEMA	8638	Rake	$18.73	Hourly	No
FY2027	5236	2022	Caterpillar	Tracitirm Front End Loader, Backhoe, 420 92 HP	FEMA	8572	Tractor, Pneumatic Tired, W/Loader and	######	Hourly	No
FY2027	5237	2022	John Deere	Tractor, Front End Loader, 4x4, 93HP, 210L	FEMA	8399	Tractor, Pneumatic Tired, W/ Front End	$70.76	Hourly	No
FY2027	5312	2023	Texas Pride	Trailer, Dump 8x16 Hydraulic	TCDOT	3E+05	Trailer, Material Hydraulic Dump	$10.00	Hourly	No
FY2027	5322	2023	John Deere	Tractor, Front End Loader, 4x4, 100HP, 210P	FEMA	8400	Tractor, Pneumatic Tired, W/ Front End	$90.92	Hourly	No
FY2027	5401	2014	Nor/Am	Grader, Motor 65E, 114HP	TXDOT	90020	Graders	$43.00	Hourly	No
FY2027	5410	2024	John Deere	Tractor, Front End Loader, 4x4, 100HP, 210P	FEMA	8400	Tractor, Pneumatic Tired, W/ Front End	$90.92	Hourly	No
FY2027	5411	2024	Caterpillar	Wheeled Loader, 170 HP, 4x4, Diesel, 926	FEMA	8394	Loader, Pneumatic Tired	$116.87	Hourly	No
FY2027	5507	2025	John Deere	Tractor, 6145M, 165 HP, 4WD, With Front-End Loader	TXDOT	2E+05	Tractor, Pneumatic Tired, W/ Front End	$50.00	Hourly	No
FY2027	5512	2025	Ford	Truck, Pickup, F-350, 1 Ton,475 HP, 4WD	FEMA	8808	Truck, Pickup	$31.54	Hourly	No
FY2027	7606	2026	Texas Pride	Trailer, Dump, 7x14, 24" sides, Hydraulic, 14,000LB	TXDOT	3E+05	TRAILER, MATERIAL, HYDRAULIC DUMP	$10.00	Hourly	No
FY2027	7607	2026	Texas Pride	Trailer, Dump, 7x14, 24" sides, Hydraulic, 14,000LB	TXDOT	3E+05	TRAILER, MATERIAL, HYDRAULIC DUMP	$10.00	Hourly	No
FY2027	5417	2024	Ford	Truck, Pickup, F-350, 1 Ton,475 HP, 4WD	FEMA	8808	Truck, Pickup	$31.54	Hourly	No
FY2027	5604	2016	Ford	Truck, Pickup, F-350, 1 Ton, 340 HP, 4WD	FEMA	8808	Truck, Pickup	$31.54	Hourly	No
FY2027	5826	2018	John Deere	Tractor, Front End Loader, 4x4, 93HP, 210L	FEMA	8399	Tractor, Pneumatic Tired, W/ Front End	$70.76	Hourly	No
FY2027	5828	2018	Chevrolet	Silverado 2500, 3/4 ton, 4x4, 360 HP	FEMA	8807	Truck, Pickup	$18.71	Hourly	No
FY2027	5829	2018	Chevrolet	Silverado 2500, 3/4 ton, 4x4, 360 HP	FEMA	8807	Truck, Pickup	$18.71	Hourly	No
FY2027	5832	2019	Hino	Truck, Dump, 260 HP, 7 CY	FEMA	8720	Truck, Dump	$55.28	Hourly	No
FY2027	5833	2019	Hino	Truck, Dump, 260 HP, 7 CY	FEMA	8720	Truck, Dump	$55.25	Hourly	No
FY2027	5834	2019	Hino	Truck, Dump, 260 HP, 7 CY	FEMA	8720	Truck, Dump	$55.28	Hourly	No
FY2027	5941	2019	New Holland	Tractor, T6-165, 165 HP, 4WD, With Front-End Loader	TXDOT	2E+05	Tractor, Pneumatic Tired, W/ Front End	$50.00	Hourly	No
FY2027	7005	2020	Barber	Rake, Surf Rake, 600HD, 6ft cleaning path	FEMA	8638	Rake	$18.73	Hourly	No
FY2027	7119	2021	Beach Tech	Rake, Surf Rake, 600HD, 6ft cleaning path	FEMA	8638	Rake	$18.73	Hourly	No

GALVESTON COUNTY ROAD & BRIDGE – BEACH MAINTENANCE DEPARTMENT
STATEMENT REGARDING
TRASH RECEPTACLES FY 2027
MAINTENANCE GRANT ACCEPTANCE

The Galveston County Road & Bridge – Beach Maintenance Department will provide approximately **283** trash receptacles from May to September; **208** trash receptacles January to April and **208** trash receptacles October to December along the County beaches which will be maintained by our Beach Maintenance Department throughout the grant period. The Galveston County Road & Bridge – Beach Maintenance Department staff will empty these receptacles on a regularly scheduled basis and additionally as needed.

PASSED AND APPROVED this _8th____ day of ___June_____ 2026.

_____
Mark Henry, County Judge

SEAL

_____
Dwight Sullivan, County Clerk

GALVESTON COUNTY ROAD & BRIDGE – BEACH MAINTENANCE DEPARTMENT
STATEMENT REGARDING
BEACH ACCESS AND DUNE COMPLIANCE
FY 2027 BEACH MAINTENANCE APPLICATION

The Galveston County Road & Bridge – Beach Maintenance Department acknowledges that the regulations governing the beach cleaning and maintenance are consistent with the Galveston County Beach Dune Plan and the Texas Administrative Code (TAC) Section 15. The Galveston County Road & Bridge Department – Beach Maintenance will provide maintenance consistent with our current Beach Access and Dune Protection Plan.

PASSED AND APPROVED this __8th___ day of _____June_____ 2026.

_____
Mark Henry, County Judge

SEAL

_____
Dwight Sullivan, County Clerk

GALVESTON COUNTY ROAD & BRIDGE – BEACH MAINTENANCE DEPARTMENT
STATEMENT REGARDING
BEACH USER FEES, BEACH ACCESS AND DUNE PROTECTION PLAN
FY 2027 BEACH MAINTENANCE APPLICATION

The Galveston County Road & Bridge – Beach Maintenance Department acknowledges the regulations governing the fees collected from beach users as found in 31 Texas Administrative Code (TAC) Section 15.8. The Galveston County Road & Bridge Department - Beach Maintenance will provide maintenance consistent with our current Beach Access and Dune Protection Plan.

PASSED AND APPROVED this __8th___ day of ____June_____ 2026.

_____
Mark Henry, County Judge

SEAL

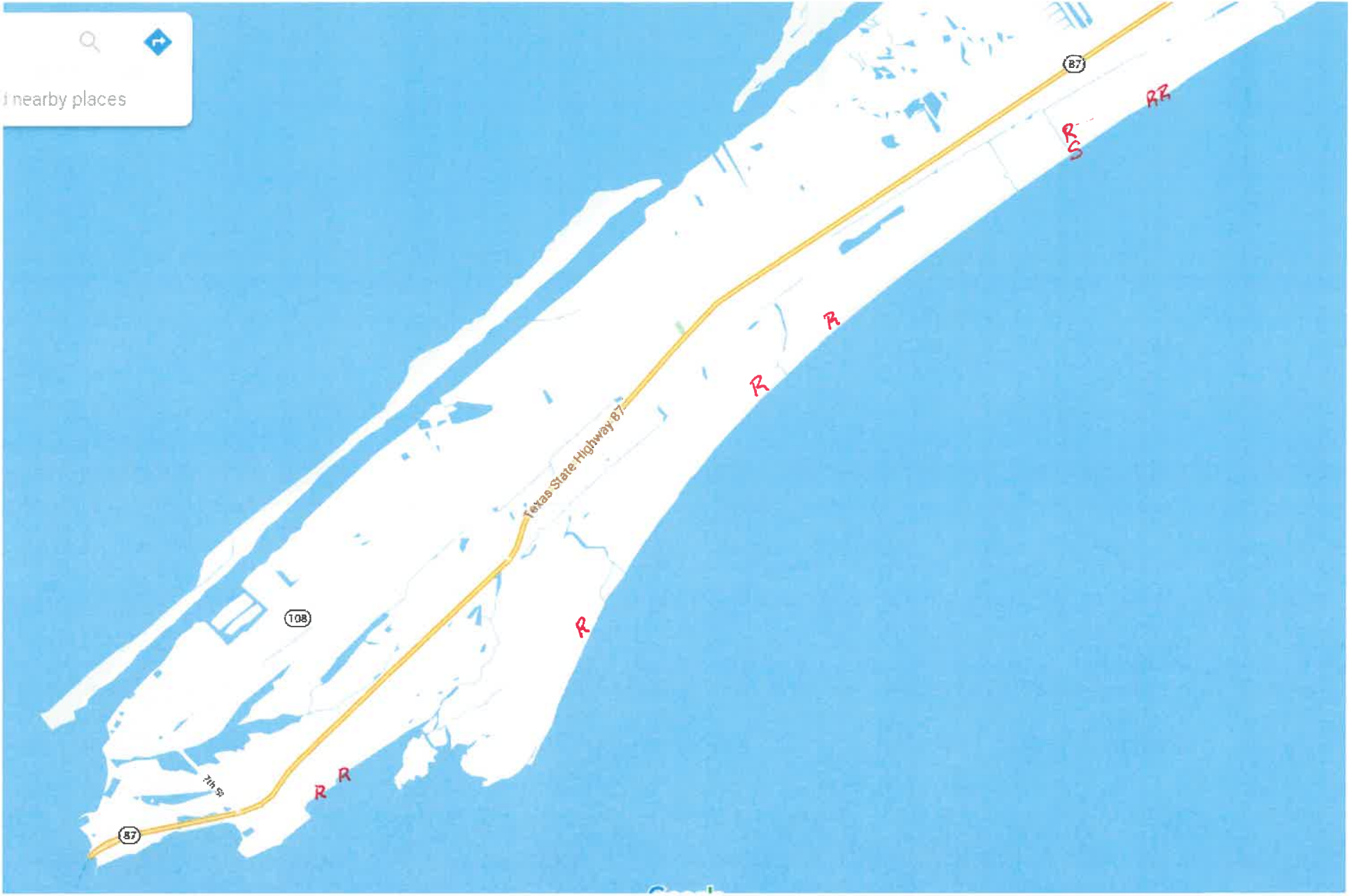
_____
Dwight Sullivan, County Clerk



W.C.



W.C.



SITE MAP

R- RESTROOM

S- SHOWER

PUBLIC PARKING ALONG ENTIRE REACH

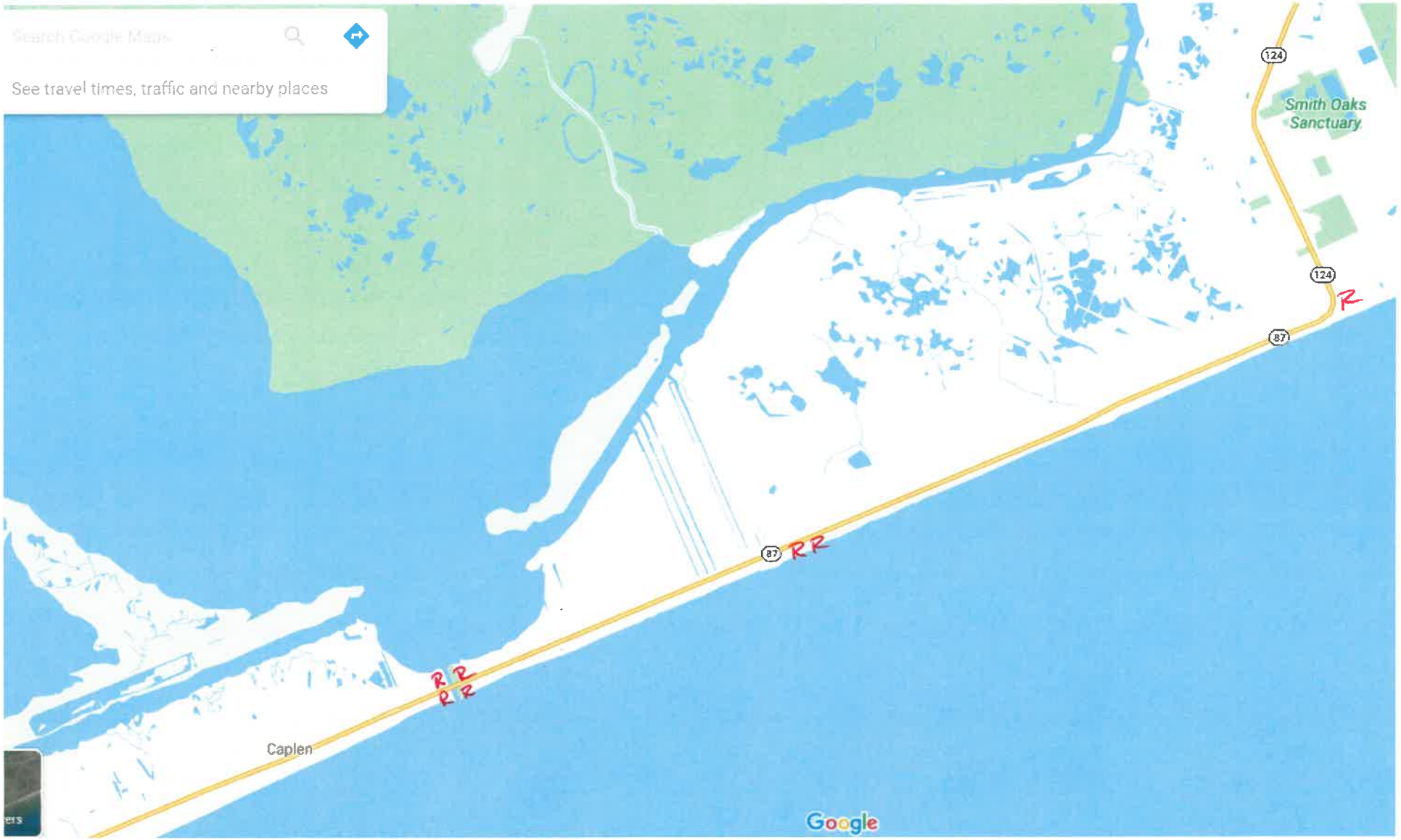


SITE MAP

R- RESTROOM

S- SHOWER

PUBLIC PARKING ALONG ENTIRE BEACH!



SITE MAP

R- RESTROOM

S- SHOWER

PUBLIC PARKING ALONG ENTIRE BEACH

Galveston County Beach Cleaning Proposal
FY 2027

The Galveston County Road & Bridge - Beach Maintenance Department maintains 137,430 linear feet of public beach abutting the Gulf of Mexico, which is maintained by five full time employees on a weekly basis. The county owns and operates the following equipment that is regularly used for maintenance: Two Farm Type Tractors (150 hp) fitted with front-end loaders and three-point hitch rakes; Three Front End Loaders/Tractors with three-point hitch rakes; three Barber Litter removal machines; one Beach Tech litter removal machines; two Four-wheel drive crew cab pick-up trucks; two 4-yard end dump trailers; three 13 yard roll off dumpsters and one trailer. Maintainer; Dump trucks; 1 Front End wheeled loader; 1 backhoe/loader, winch truck and trailer.

The litter is removed by hand or the Barber and Beach Tech machines, and is transported by the pick-up trucks and dump trailers to roll off containers for disposal. There are 208 trash barrels along the beach emptied three times a week in the months of April and October; four times a week in the month of March; 283 beach barrels emptied three times a week during May and September; five times a week in June, July and August; 208 beach barrels two times a week in November, December, January, and February. The county sub-contracts the disposal of the beach barrels. In addition to that, the county sub-contracts litter picking crews to hand pick litter twelve times during the six summer months including major holiday events such as Spring Break, Memorial Day, Fourth of July and Labor Day.

All beach access roads are maintained by scraping the drift sand and returning it to the beach between the line of vegetation and mean high tide.

During high tides and extreme seaweed, additional employees and equipment are used to rake, pile, and place the seaweed along the dune line. The county supplies additional employees and equipment to remove and dispose of the bagged trash picked up from the Texas Adopt a Beach Program after their clean up twice a year.

PASSED AND APPROVED this __8th___ day of ___June_____ 2026.

_____
Mark Henry, County Judge

SEAL

_____
Dwight Sullivan, County Clerk

ORDER CANVASSING ELECTION TO CREATE A BEACH PARK BOARD OF TRUSTEES

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

WHEREAS, the Commissioners Court of Galveston County, Texas (hereinafter sometimes called the "Commissioners Court"), duly ordered an election to be held within said County on the 11th day of March, 1972 on the proposition hereinafter stated;

WHEREAS, the Commissioners Court has investigated all matters pertaining to such election, including the ordering, giving notice, officers holding and making returns of said election;

WHEREAS, the election officers who held said election have duly made the returns of the results thereof, and said returns have been duly delivered to the Commissioners Court;

THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF GALVESTON COUNTY, TEXAS THAT:

Section 1. The Commissioners Court officially finds and determines that an election was duly ordered, proper notice of said election was duly given, proper election officers were duly appointed and selected as provided by law prior to said election, said election was held, due returns of said election have been made and delivered, and the Commissioners Court has duly canvassed such election, all in accordance with law.

Section 2. The Commissioners Court officially finds and determines that all resident qualified electors of Galveston County who presented themselves to vote were allowed to vote at such election and that the following votes were cast at such election on the following proposition:

PROPOSITION

"FOR Establishing a Beach Park Board of Trustees" 2660 Votes

"AGAINST Establishing a Beach Park Board of Trustees" 1115 Votes

Section 3. The Commissioners Court hereby officially finds, determines and declares the results of such election to be that said proposition so submitted has received a favorable majority vote

and has carried and that the Commissioners Court has authority to appoint the Beach Park Board of Trustees for Galveston County in accordance with Article 5415d-3, Vernon's Texas Civil Statutes.

THE STATE OF TEXAS, }
County of Galveston. }

I, GERTRUDE McKENNA, County Clerk and Ex-officio Clerk of the Commissioners' Court in and for Galveston County, State of Texas, do hereby CERTIFY that the above and foregoing is a true and correct copy of ORDER of said Commissioners' Court made and entered March 13, 1972,

as the same appears of record in my office, in the Minutes of said Commissioners' Court, Book No. 41 , on Pages Nos. 11, 23 and 24.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the impress of the official seal of said Commissioners' Court, at my office, in the City and County of Galveston, State of Texas, on this the 28th day of August, A.D., 1974.

GERTRUDE McKENNA, Clerk County Court,
and Ex-officio Clerk Commissioners' Court
of Galveston County, Texas.

By Jessie C. Kirkendall Deputy.
Jessie C. Kirkendall

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*47.

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

Receive and file AFFH Certification form for the Texas General Land Office Community Development Block Grant, Regional Mitigation Program - Method of Distribution as approved on May 11, 2026, Item #45 submitted by Grants Administration

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/21/26 10:25 am

AFFH CERTIFICATION

The **County of Galveston** certifies that it has taken "meaningful action" to address significant disparities that affect the protected classes and vulnerable populations. We certify that we have kept the protected classes and vulnerable populations in mind during project selection and in the application preparation process for the **Texas General Land Office CDBG Regional Mitigation Program** application.

The **County of Galveston** has made a diligent effort to affirmatively further fair housing in accordance with the Fair Housing Act and HUD's AFFH rule. *"For purposes of the AFFH rule, the duty to "affirmatively further fair housing" means taking meaningful actions, in addition to combating discrimination, that overcomes patterns of segregation and fosters inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially or ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws."*

The proposed projects are aimed to promote fair housing practices, with a focus on protecting the rights of all residents, especially those belonging to protected classes, vulnerable populations and low-to-moderate income areas. This commitment reflects our dedication to fostering an equitable community for every individual in the **County of Galveston**.

Mark Henry, County Judge

05/20/2026
Date

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*48.

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

26-123-0608-A
Information Technology- Request transfer within IT - Other Contract Services to Radio Expenditures to fund N70 Radio subscription renewal

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/29/26 11:33 am

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 06/08/2026 : BAT-0000688

Company The County of Galveston
Plan Template Annual Budget Detail : FY26 Amended Budget
Plan FY26 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000688
Amendment Date 06/08/2026
Description Commissioner Apffel- The budget transfer is requested to move $15,000 from Other Contract Services to Law Enforcement Radio Expenditures to cover the Motorola N70 Radio Subscription Renewal
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)	5433000:law Enforcement Administration	159100 Information Technology	1101 General Fund		Radio Expenditures			$15,000.00	$0.00	The transfer is needed to cover the Motorola N70 Radio Subscription Renewal. This subscription supports critical functionality for law enforcement communications and operations associated with the Motorola radio system.	
FY2026 Annual (FY26 Amended Budget)	5481000:Miscellaneous Contract Services	159100 Information Technology	1101 General Fund		Other Contract Services			$0.00	$15,000.00	The budget transfer is requested to move $15,000 from Other Contract Services to Law Enforcement Radio Expenditures to cover the Motorola N70 Radio Subscription Renewal.	

936ba6aa-48a9-4739-a133-fce3597a5f81.pdf

File Name 936ba6aa-48a9-4739-a133-fce3597a5f81.pdf
Content Type application/pdf
Updated By Lauren Michaels

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 06/08/2026 : BAT-0000688

Upload Date 05/25/2026 01:26:38 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	05/25/2026 01:26:39 PM	05/26/2026	Lauren Michaels	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	05/27/2026 10:54:16 AM		Rodolfo Gomez (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		05/26/2026		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	05/28/2026 12:36:19 PM		Lauren Swift (Payroll Accountant)	1	
Budget Amendment Event	Approval by Cost Center Manager	Awaiting Action		05/30/2026	Misty Witmer (Cost Center Manager)	1	

Diana Huallpa

05.28.26

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*49.

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

26-124-0608-B
Sheriff's Office - Request transfer within Sheriff Administration - Training Services to Training Supplies to fund the purchase of ammunition.

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/29/26 11:53 am

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 06/08/2026 : BAT-0000690

Company	The County of Galveston
Plan Template	Annual Budget Detail : FY26 Amended Budget
Plan	FY26 Amended Budget
Organizing Dimension Type	
Amendment ID	BAT-0000690
Amendment Date	06/08/2026
Description	Budget transfer
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)	5495000:Education and Training	211101 Sheriff Administration	1101 General Fund		Training Services			$0.00	$15,299.00	Transfer to goods	
FY2026 Annual (FY26 Amended Budget)	5340000:Education Supplies	211101 Sheriff Administration	1101 General Fund		Training Supplies			$15,299.00	$0.00	Transfer services to goods, all of these funds are intended for ammunition	

No other attachments required.docx

File Name	No other attachments required.docx
Content Type	application/vnd.openxmlformats-officedocument.wordprocessingml.document
Updated By	Clayton Pope
Upload Date	05/27/2026 11:25:28 AM
Comment	

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Submitted	05/27/2026 11:25:29 AM	05/28/2026	Clayton Pope	1	
Budget Amendment Event	Approval by Budget Specialist	Sent Back	05/27/2026 11:49:52 AM		Lee Clemmer (Budget Specialist)	1	Send Back Reason from Lee Clemmer: Change amendment date to 06/08 and make necessary changes outlined in email. Thank you!

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Submitted	05/27/2026 01:23:07 PM	05/28/2026	Clayton Pope	1	
Budget Amendment Event	Approval by Budget Specialist	Sent Back	05/27/2026 03:50:17 PM		Lee Clemmer (Budget Specialist)	1	Send Back Reason from Lee Clemmer: Please include a description. Thank you!
Budget Amendment Event	Budget Amendment Event	Submitted	05/27/2026 04:19:27 PM	05/28/2026	Clayton Pope	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	05/27/2026 04:23:27 PM		Lee Clemmer (Budget Specialist)	1	Lee Clemmer: 26-124-0608-B; Request transfer within Sheriff Administration - Training Services to Training Supplies to fund the purchase of ammunition.
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		05/28/2026		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	05/28/2026 10:24:29 AM		Lauren Swift (Payroll Accountant)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	05/28/2026 10:25:32 AM	05/30/2026	Cecilia Carreon on behalf of Jimmy Fullen (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	05/28/2026 11:54:52 AM	05/30/2026	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		05/30/2026	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*50.

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

26-125-0608-C
Sheriff's Office - Request Transfer from General Fund - Budgeted Reserves to Identification Division - Extraordinary Supplies to fund purchase of storage containers.

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/29/26 1:44 pm

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 06/08/2026 : BAT-0000692

Company The County of Galveston
Plan Template Annual Budget Detail : FY26 Amended Budget
Plan FY26 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000692
Amendment Date 06/08/2026
Description Budget transfer for storage containers
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)	5310000:Administrative Supplies	211131 Identification Division	1101 General Fund		Extraordinary Supplies			$29,800.00	$0.00	Storage container purchase, see attached	
FY2026 Annual (FY26 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1101 General Fund		Budgeted Reserves			$0.00	$29,800.00	For purchase of storage containers	

Quote #31859 from West Gulf Container LLC.pdf

File Name Quote #31859 from West Gulf Container LLC.pdf
Content Type application/pdf
Updated By Clayton Pope
Upload Date 05/27/2026 02:25:45 PM
Comment Storage container quote

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	05/27/2026 02:25:46 PM	05/28/2026	Clayton Pope	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	05/27/2026 02:57:28 PM		Lee Clemmer (Budget Specialist)	1	Lee Clemmer: 26-125-0608-C; Request Transfer from General Fund - Budgeted Reserves to Identification Division - Machinery and Equipment - Goods to fund purchase of storage containers.

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		05/28/2026		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Sent Back	05/28/2026 10:38:06 AM		Lauren Swift (Payroll Accountant)	1	Send Back Reason from Lauren Swift: This should fall under Extraordinary Supplies, rather than a capital item, since the cost of each individual item is less than the $5,000 capital asset threshold.
Budget Amendment Event	Budget Amendment Event	Submitted	05/28/2026 10:53:56 AM	05/28/2026	Clayton Pope	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	05/28/2026 11:02:32 AM		Lee Clemmer (Budget Specialist)	1	Lee Clemmer: 26-125-0608-C; Request Transfer from General Fund - Budgeted Reserves to Identification Division - Extraordinary Supplies to fund purchase of storage containers.
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		05/28/2026		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	05/28/2026 12:35:17 PM		Lauren Swift (Payroll Accountant)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	05/28/2026 02:15:26 PM	05/30/2026	Clayton Pope (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	05/28/2026 02:44:03 PM	05/30/2026	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		05/30/2026	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*51.

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

26-126-0608-D
Adult Probation- Request transfer from General Fund - Budgeted Reserves to Mental Health Court Program - Software Maintenance to fund CSS annual invoice

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/29/26 2:49 pm

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 06/08/2026 : BAT-0000693

Company The County of Galveston
Plan Template Annual Budget Detail : FY26 Amended Budget
Plan FY26 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000693
Amendment Date 06/08/2026
Description 26-126-0608-D; Request transfer from General Fund - Budgeted Reserves to Mental Health Court Program - Software Maintenance to fund CSS annual invoice.
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	120800 Mental Health Court Program	1208 County Specialty Court Fund		Software Maintenance			$6,240.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5911000:Transfers Out - General Fund	921010 Transfers and Reserves	1101 General Fund		Transfer to County Specialty Court			$6,240.00	$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	$6,240.00		
FY2026 Annual (FY26 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1101 General Fund		Budgeted Reserves			$0.00	$6,240.00		

SKM_C450i26022313430.pdf

File Name SKM_C450i26022313430.pdf
Content Type application/pdf
Updated By Joselyne Delgado
Upload Date 05/27/2026 02:43:07 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	05/27/2026 02:43:09 PM	05/28/2026	Joselyne Delgado	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	05/27/2026 02:51:22 PM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		05/28/2026		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	05/27/2026 03:56:07 PM		Lauren Swift (Payroll Accountant)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	05/28/2026 09:03:02 AM	05/29/2026	Shelly Thompson (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	05/28/2026 11:59:19 AM	05/30/2026	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		05/30/2026	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*52.

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

26-127-0608-E
Auditor- Request transfer from General Fund - Budgeted Reserves to IT - Other Contract Services to fund Guidehouse review of the Foundation Data Model

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/29/26 3:13 pm

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 06/08/2026 : BAT-0000694

Company The County of Galveston
Plan Template Annual Budget Detail : FY26 Amended Budget
Plan FY26 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000694
Amendment Date 06/08/2026
Description 26-127-0608-E; Request transfer from General Fund - Budgeted Reserves to IT - Other Contract Services to fund Guidehouse review of the Foundation Data Model.
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)	5481000:Miscellaneous Contract Services	159100 Information Technology	1101 General Fund		Other Contract Services			$11,381.00	$0.00	To support the A.O Foundation Data Model (FDM) in preparation for the Annual Comprehensive Financial Report (ACFR)	
FY2026 Annual (FY26 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1101 General Fund		Budgeted Reserves			$0.00	$11,381.00	To support the A.O Foundation Data Model (FDM) in preparation for the Annual Comprehensive Financial Report (ACFR)	

GalvestonChangeOrder5_eeh.pdf

File Name GalvestonChangeOrder5_eeh.pdf
Content Type application/pdf
Updated By Joselyne Delgado
Upload Date 05/27/2026 03:56:40 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	05/27/2026 03:56:41 PM	05/28/2026	Joselyne Delgado	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	05/27/2026 03:57:56 PM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		05/28/2026		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	05/27/2026 04:02:15 PM		Lauren Swift (Payroll Accountant)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	05/28/2026 02:36:57 PM	05/29/2026	Sergio Cruz (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	05/28/2026 02:43:29 PM	05/30/2026	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		05/30/2026	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*53.

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

26-128-0608-F
District Attorney- Request transfer from General Fund - Budgeted Reserves to District Attorney's - Various Spend Categories to fund personnel adjustments

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/29/26 4:38 pm

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 06/08/2026 : BAT-0000696

Company	The County of Galveston
Plan Template	Annual Budget Detail : FY26 Amended Budget
Plan	FY26 Amended Budget
Organizing Dimension Type	
Amendment ID	BAT-0000696
Amendment Date	06/08/2026
Description	26-128-0608-F; Request transfer from General Fund - Budgeted Reserves to District Attorney's Office - Various Spend Categories to fund personnel adjustments.
Amendment Type	Budget Transfer
Balanced Amendment	Yes
Entry Type	Amended
Status	In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1101 General Fund		Budgeted Reserves			$0.00	$240,227.00	Request transfer from General Fund - Budgeted Reserves to District Attorney's Office - Various Spend Categories to fund personnel adjustments.	
FY2026 Annual (FY26 Amended Budget)	5155000:Unemployment	225100 District Attorney's Office – Law Enforcement	1101 General Fund		Unemployment Compensation			$4.00	$0.00	Request transfer from General Fund - Budgeted Reserves to District Attorney's Office - Various Spend Categories to fund personnel adjustments.	
FY2026 Annual (FY26 Amended Budget)	5152000:Payroll Tax Expense	225100 District Attorney's Office – Law Enforcement	1101 General Fund		Medicare FICA payments			$53.00	$0.00	Request transfer from General Fund - Budgeted Reserves to District Attorney's Office - Various Spend Categories to fund personnel adjustments.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5159000:Other Employee Benefits	225100 District Attorney's Office – Law Enforcement	1101 General Fund		Life Insurance			$84.00	$0.00	Request transfer from General Fund - Budgeted Reserves to District Attorney's Office - Various Spend Categories to fund personnel adjustments.	
FY2026 Annual (FY26 Amended Budget)	5159000:Other Employee Benefits	225100 District Attorney's Office – Law Enforcement	1101 General Fund		Long Term Disability Expense			$17.00	$0.00	Request transfer from General Fund - Budgeted Reserves to District Attorney's Office - Various Spend Categories to fund personnel adjustments.	
FY2026 Annual (FY26 Amended Budget)	5154000:Deferred Compensation Plan	225100 District Attorney's Office – Law Enforcement	1101 General Fund		Alternate Plan			$130.00	$0.00	Request transfer from General Fund - Budgeted Reserves to District Attorney's Office - Various Spend Categories to fund personnel adjustments.	
FY2026 Annual (FY26 Amended Budget)	5153000:Pension	225100 District Attorney's Office – Law Enforcement	1101 General Fund		Pension			$426.00	$0.00	Request transfer from General Fund - Budgeted Reserves to District Attorney's Office - Various Spend Categories to fund personnel adjustments.	
FY2026 Annual (FY26 Amended Budget)	5100000:Salaries and Wages	225100 District Attorney's Office – Law Enforcement	1101 General Fund		Salaries and Wages			$3,587.00	$0.00	Request transfer from General Fund - Budgeted Reserves to District Attorney's Office - Various Spend Categories to fund personnel adjustments.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5155000:Unemployment	127100 District Attorney	1101 General Fund		Unemployment Compensation			$195.00	$0.00	Request transfer from General Fund - Budgeted Reserves to District Attorney's Office - Various Spend Categories to fund personnel adjustments.	
FY2026 Annual (FY26 Amended Budget)	5152000:Payroll Tax Expense	127100 District Attorney	1101 General Fund		Medicare FICA payments			$2,870.00	$0.00	Request transfer from General Fund - Budgeted Reserves to District Attorney's Office - Various Spend Categories to fund personnel adjustments.	
FY2026 Annual (FY26 Amended Budget)	5159000:Other Employee Benefits	127100 District Attorney	1101 General Fund		Life Insurance			$4,596.00	$0.00	Request transfer from General Fund - Budgeted Reserves to District Attorney's Office - Various Spend Categories to fund personnel adjustments.	
FY2026 Annual (FY26 Amended Budget)	5159000:Other Employee Benefits	127100 District Attorney	1101 General Fund		Long Term Disability Expense			$906.00	$0.00	Request transfer from General Fund - Budgeted Reserves to District Attorney's Office - Various Spend Categories to fund personnel adjustments.	
FY2026 Annual (FY26 Amended Budget)	5154000:Deferred Compensation Plan	127100 District Attorney	1101 General Fund		Alternate Plan			$7,127.00	$0.00	Request transfer from General Fund - Budgeted Reserves to District Attorney's Office - Various Spend Categories to fund personnel adjustments.	

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	127100 District Attorney	1101 General Fund		Pension			$23,382.00	$0.00	Request transfer from General Fund - Budgeted Reserves to District Attorney's Office - Various Spend Categories to fund personnel adjustments.	
FY2026 Annual (FY26 Amended Budget)	5100000:Salaries and Wages	127100 District Attorney	1101 General Fund		Salaries and Wages			$196,850.00	$0.00	Request transfer from General Fund - Budgeted Reserves to District Attorney's Office - Various Spend Categories to fund personnel adjustments.	

DA's Personnel Increase Backup - Prorated.pdf

File Name DA's Personnel Increase Backup - Prorated.pdf
Content Type application/pdf
Updated By Lee Clemmer
Upload Date 05/28/2026 04:52:20 PM
Comment

DA's Personnel Increase Backup - Full positions PRORATED.pdf

File Name DA's Personnel Increase Backup - Full positions PRORATED.pdf
Content Type application/pdf
Updated By Lee Clemmer
Upload Date 05/28/2026 04:52:20 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	05/28/2026 03:03:04 PM	05/29/2026	Lee Clemmer	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	05/28/2026 03:04:26 PM		Joselyne Delgado (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		05/29/2026		0	

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 06/08/2026 : BAT-0000696

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	05/28/2026 04:08:10 PM		Lauren Swift (Payroll Accountant)	1	Send Back Reason from Lauren Swift: Please add additional support
Budget Amendment Event	Budget Amendment Event	Submitted	05/28/2026 04:10:57 PM	05/29/2026	Lee Clemmer	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	05/28/2026 04:12:05 PM		Joselyne Delgado (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		05/29/2026		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Sent Back	05/28/2026 04:27:16 PM		Lauren Swift (Payroll Accountant)	1	Send Back Reason from Lauren Swift: Send back for needed corrections.
Budget Amendment Event	Budget Amendment Event	Submitted	05/28/2026 04:52:21 PM	05/29/2026	Lee Clemmer	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	05/28/2026 04:54:41 PM		Joselyne Delgado (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		05/29/2026		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	05/28/2026 05:16:35 PM		Lauren Swift (Payroll Accountant)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	05/29/2026 09:36:13 AM	05/30/2026	Zonia Wilturner-Smith (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	05/29/2026 10:58:07 AM	05/31/2026	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		05/31/2026	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

Galveston County, Texas
District Attorney's Office
Full Fiscal Impact

Division	Cost-Center	5100000 - Salary Increase	5153000 - TCDRS	5154000 - AUL	5159000 - Long Term Disability	Term Life AD&D	Whole Life	5152000 - Medicare	5155000 - TAC - Unemployment	Total
District Attorney	127100	616,556	73,185	22,258	2,775	4,069	10,173	8,940	555	738,511
District Attorney's Office – Law Enforcement	225100	11,235	1,334	406	51	74	185	163	10	13,457
Total:										**751,968**

Galveston County, Texas
District Attorney's Office
FY26 Prorated Impact

Division	Cost-Center	5100000 - Salary Increase	5153000 - TCDRS	5154000 - AUL	5159000 - Long Term Disability	Term Life AD&D	Whole Life	5152000 - Medicare	5155000 - TAC - Unemployment	Total
District Attorney	127100	196,850	23,382	7,127	906	1,325	3,271	2,870	195	235,926
District Attorney's Office – Law Enforcement	225100	3,587	426	130	17	24	60	53	4	4,301
Total:										**240,227**

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*54.

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

26-129-0608-G
General Government- Request to transfer funds from Capital Project Funds to General Fund and to transfer from the General Fund - Transfers and Reserves and Self Insurance Reserve Fund - General Self Insurance - Liability Premiums to the Self Insurance Reserve Fund - General Self Insurance - Claims Paid Liability to fund settlement payment, and request rescission of BA 26-109-0511A

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	6/1/26 2:27 pm

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 06/08/2026 : BAT-0000697

Company The County of Galveston
Plan Template Annual Budget Detail : FY26 Amended Budget
Plan FY26 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000697
Amendment Date 06/08/2026
Description 26-129-0608-G; Request to transfer funds from Capital Project Funds to General Fund and to transfer from the General Fund – Transfers and Reserves and Self Insurance Reserve Fund – General Self Insurance – Liability Premiums to the Self Insurance Reserve Fund – General Self Insurance – Claims Paid Liability to fund settlement payment, and request rescission of BA 26-109-0511A.
Amendment Type Budget Transfer
Balanced Amendment No
Entry Type Amended
Status In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5913000:Transfers Out - Capital Projects	921010 Transfers and Reserves	1101 General Fund		Transfer to County Capital Projects			$0.00	$397,051.16		
FY2026 Annual (FY26 Amended Budget)	5491000:Insurance	151431 General Self Insurance	6130 Self Insurance Reserve Fund		Claims Paid-Liability			$864,203.79	$0.00		
FY2026 Annual (FY26 Amended Budget)	5491000:Insurance	151431 General Self Insurance	6130 Self Insurance Reserve Fund		Liability Premiums			$0.00	$467,152.63		
FY2026 Annual (FY26 Amended Budget)	4911000:Transfers - General Fund	151431 General Self Insurance	6130 Self Insurance Reserve Fund	Transfer from General Fund				$0.00	$397,051.16		
FY2026 Annual (FY26 Amended Budget)	5916000:Transfers Out - Internal Service	921010 Transfers and Reserves	1101 General Fund		Transfer to Self Insurance Fund			$397,051.16	$0.00		

BA - Behavior Health Observation Unit.pdf

File Name BA - Behavior Health Observation Unit.pdf
Content Type application/pdf
Updated By Joselyne Delgado
Upload Date 05/28/2026 02:53:01 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	05/28/2026 02:56:11 PM	05/29/2026	Joselyne Delgado	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	05/28/2026 02:57:06 PM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		05/29/2026		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	05/28/2026 03:54:23 PM		Lauren Swift (Payroll Accountant)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	05/28/2026 03:56:37 PM	05/30/2026	Sergio Cruz (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	05/28/2026 03:59:41 PM	05/30/2026	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		05/30/2026	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

View Budget Amendment: Budget Amendment: - Project LTD Budget on 05/22/2026 : BAT-0000675

Company The County of Galveston
Plan Template Project LTD Budget : Behavior Health Observation Unit Project Budget (Non-Grant)
Plan Behavior Health Observation Unit Project Budget (Non-Grant)
Organizing Dimension Type
Amendment ID BAT-0000675
Amendment Date 05/22/2026
Description To Record Project Budget Amendment for Behavior Health Project to reduce budget from the project, in order to move funds to self-insurance fund for settlement payment-5.22.2026 CC
Amendment Type Project Budget Amendment
Balanced Amendment Yes
Entry Type Project
Status In Progress
Plan Currency USD

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Spend Category	Revenue Category	*Project	Debit Amount	Credit Amount	Currency Rate	Base Debit Amount	Base Credit Amount	Base Currency	Memo	Exceptions
01/01/2025 - 09/30/2026 (Behavior Health Observation Unit Project Budget (Non-Grant))	5700000:Capital Outlays	411010 Public Health	3100 County Capital Projects Fund	Buildings - Services		Behavior Health Observation Unit	$0.00	$397,051.16	1	0.00	397,051.16	USD	To Record Project Budget Amendment for Behavior Health Project to reduce budget from the project, in order to move funds to self-insurance fund for settlement payment-5.22.2026 CC	
01/01/2025 - 09/30/2026 (Behavior Health Observation Unit Project Budget (Non-Grant))	4911000:Transfers - General Fund	411010 Public Health	3100 County Capital Projects Fund		Transfer from General Fund	Behavior Health Observation Unit	$397,051.16	$0.00	1	397,051.16	0.00	USD	To Record Project Budget Amendment for Behavior Health Project to reduce budget from the project, in order to move funds to self-insurance fund for settlement payment-5.22.2026 CC	

5.22 CC Behavioral Health Proj-for Settlement Payment Self-Ins.pdf

File Name 5.22 CC Behavioral Health Proj-for Settlement Payment Self-Ins.pdf
Content Type application/pdf
Updated By Austin Schumann
Upload Date 05/13/2026 09:49:05 AM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	05/13/2026 09:49:06 AM	05/14/2026	Austin Schumann	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	05/13/2026 10:54:47 AM		Rodolfo Gomez (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		05/14/2026		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	05/13/2026 11:25:57 AM		Kenna Pruitt (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	05/13/2026 11:27:31 AM	05/15/2026	Linda Liechty (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	05/18/2026 02:57:32 PM	05/15/2026	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		05/20/2026	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*55.

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

26-130-0608-H
Sheriff's Office - Request transfer within Criminal Investigation - Furniture and Fixtures to Extraordinary Supplies to fund the purchase of office furniture

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/29/26 4:44 pm

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 06/08/2026 : BAT-0000695

Company	The County of Galveston
Plan Template	Annual Budget Detail : FY26 Amended Budget
Plan	FY26 Amended Budget
Organizing Dimension Type	
Amendment ID	BAT-0000695
Amendment Date	06/08/2026
Description	Funds moved to Extraordinary for furniture purchase
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)	5310000:Administrative Supplies	211121 Criminal Investigation	1101 General Fund		Extraordinary Supplies			$5,299.93	$0.00	Moved to cover furniture purchase, see attachments	
FY2026 Annual (FY26 Amended Budget)	5700000:Capital Outlays	211121 Criminal Investigation	1101 General Fund		Furniture and Fixtures			$0.00	$5,299.93	Funds moved to cover furniture purchase that was recoded from Furniture and Fixtures to Extraordinary Supplies	

02-26-2026_OfficeFurniture2go_ $1812.11_Desk_Receipt.pdf

File Name	02-26-2026_OfficeFurniture2go_ $1812.11_Desk_Receipt.pdf
Content Type	application/pdf
Updated By	Clayton Pope
Upload Date	05/28/2026 02:19:29 PM
Comment	

2026-01-23 - Office2Go - $1,401.84 - Elias Desk.png

File Name	2026-01-23 - Office2Go - $1,401.84 - Elias Desk.png
Content Type	image/png
Updated By	Clayton Pope
Upload Date	05/28/2026 02:19:29 PM
Comment	

2026-01-23 - Office2Go - $2085.98 - Mitchell Desk.png

File Name	2026-01-23 - Office2Go - $2085.98 - Mitchell Desk.png

Content Type image/png
Updated By Clayton Pope
Upload Date 05/28/2026 02:19:29 PM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Submitted	05/27/2026 04:24:20 PM	05/28/2026	Clayton Pope	1	
Budget Amendment Event	Approval by Budget Specialist	Sent Back	05/27/2026 04:35:03 PM		Lee Clemmer (Budget Specialist)	1	Send Back Reason from Lee Clemmer: Please provide supporting documentation.
Budget Amendment Event	Budget Amendment Event	Submitted	05/28/2026 02:19:30 PM	05/28/2026	Clayton Pope	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	05/28/2026 02:43:16 PM		Lee Clemmer (Budget Specialist)	1	Lee Clemmer: 26-130-0608-H; Request transfer within Criminal Investigation - Furniture and Fixtures to Extraordinary Supplies to fund the purchase of office furniture.
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		05/28/2026		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	05/28/2026 03:31:58 PM		Lauren Swift (Payroll Accountant)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	05/28/2026 03:40:19 PM	05/30/2026	Clayton Pope (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	05/28/2026 04:50:36 PM	05/30/2026	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		05/30/2026	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
56.

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

Consideration to award RFQ 25-082, Galveston County Flood Mitigation Assistance (FMA) Elevation Engineering Services

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/28/26 3:54 pm

THE COUNTY OF GALVESTON

FRANK RODRIGUEZ
PURCHASING AGENT

ASHLEY CLARK
ASST. PURCHASING AGENT

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

June 8, 2026

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

RE: RFQ 25-082, Galveston County Flood Mitigation Assistance (FMA) Elevation Engineering Services

Gentlemen,

Bids for RFQ 25-082, Galveston County Flood Mitigation Assistance (FMA) Elevation Engineering Services, were opened on March 5, 2026. Six (6) bids were received from the following companies:

• Cobalt Engineering & Inspections, LLC	La Marque, TX
• Comal Design Group	Katy, TX
• James Deaver Services, Inc.	Kingwood, TX
• Everest Design Group, LLC	Friendswood, TX
• Aran & Franklin Engineering, Inc.	Texas City, TX
• Scheibe Consulting, LLC	Austin TX

After a thorough review of the submittals by the Evaluation Committee, Comal Design Group was deemed to have submitted a satisfactory qualification and is recommended for award.

Your consideration and approval of this recommendation are respectfully requested.

Respectfully submitted,

Frank Rodrigue
Purchasing Agent
County of Galveston

COUNTY OF GALVESTON

GRANTS ADMINISTRATION

DATE: May 28, 2026
TO: Francisco Rodriguez, County Purchasing Agent
FROM: Miriam Suzanne Moran, Director of Grants Administration

SUBJECT: Recommendation to Award – RFQ No. 25-082 (TWDB FMA Engineering)

The Grants Administration Department recommends awarding RFQ No. 25-082 for professional engineering services for the TWDB Flood Mitigation Assistance (FMA) Home Elevation Program to Comal Design Group.

An evaluation committee reviewed the qualifications submitted for this solicitation based on the criteria in the RFQ. Comal Design Group received the highest score, demonstrating the best technical expertise, experience with state/federal flood mitigation grants, and structural engineering capacity required to successfully accelerate this home elevation cycle.

In compliance with the Professional Services Procurement Act, pricing was not factored into the selection. Grants Administration will work with your office during negotiations to ensure the finalized fee schedule aligns with our approved TWDB grant budget allowances.

Respectfully,

Miriam Moran

Director of Grants Administration

25-082 - Galveston County Flood Mitigation Assistance (FMA) Ele
Scoring Summary

Active Submissions

Supplier	Total / 100 pts	Tab 1 Qualifications and Professional Competence / 20 pts	Tab 2 Capacity and Resources / 15 pts	Tab 3 Project Approach and Methodology / 35 pts	Tab 4 Past Performance and References / 30 pts
Comal Design Group	87.67	19	13.33	30.67	24.67
Aran and FranklinEngineering	76.33	16.33	11	27	22
JAMES DEAVER SERVICES INC. (JDSI)	76	14.33	11.67	27.33	22.67
Everest Design Group, LLC	64	12	11.67	26.67	13.67
Cobalt Engineering & Inspection LLC	61.33	12.67	8.667	21	19

Scheibe Consulting LLC	51	11.33	10	19.33	10.33

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
57.

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

Consideration to award RFP 26-086, Local Trucking Services

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	5/28/26 3:35 pm

THE COUNTY OF GALVESTON

FRANK RODRIGUEZ
PURCHASING AGENT

ASHLEY CLARK
ASST. PURCHASING AGENT

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

June 8, 2026

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

RE: RFP 26-086, Local Trucking Services

Gentlemen,

Proposals for RFP 26-086, Local Trucking Services were opened on April 23, 2026. One (1) submittal was received from the following company:

- J R Contreras Trucking, LLC Houston, TX

After a thorough review of the submittal by the Evaluation Committee, J R Contreras Trucking LLC. received the best overall score and satisfied the RFP requirements.

Your consideration and approval of this award recommendation are respectfully requested.

Respectfully submitted,

Frank Rodriguez
Purchasing Agent
County of Galveston

Dickey, Tammy

From: Smith, Zachary
Sent: Wednesday, May 13, 2026 9:31 AM
To: Dickey, Tammy
Cc: Wallace, Tiffany; Ford, Kenneth; Richardson, Walter
Subject: Re: [EXTERNAL]J R Contreras Trucking LLC - 26-086 Local Trucking Services

Tammy,

Received. I've reviewed the updated proposal and recommend to accept.

V/R,

Zachary Smith
Road Administrator

5115 Hwy 3
Dickinson TX, 775539
O-281-534-4152
C-409-682-2650

J.R. Contreras Trucking, LLC

P.O. Box 34533
Houston, TX 77234
(832) 561-6757
(832) 420-2273
rcontrerastrucking@gmail.com



- **Inventory**

JRC can facilitate up to 17 trucks with the capability of hauling up to 2000 tons per day/job. We have access to these trucks daily, we assure you will receive all your scheduled orders for the day.

3 – Super Dump Trucks with capacity of up to 24 tons per load.

6 – Quint Axle Dump Trucks with capacity of up to 22 tons per load.

6 – Quad Axle Dump Trucks with capacity of up to 19 tons per load.

2 – Tri Axle Dump Trucks with capacity of up to 16 tons per load.

- **Delivery Time**

We pride ourselves in providing a fast, reliable, and dependable service. Our response time to delivery inquiries is within 24 hours or less. Most of the time we will get to you immediately to inform you that we have received your inquiry,

and we are diligently working to get your estimate/confirmation of delivery scheduled.

- **Cost**

We calculate our prices based on distance per mile and group by zone for an easy understanding. JRC provides very competitive rates, while still offering exclusivity to the customer by making the delivery process hassle free.

J.R. Contreras Trucking, LLC

P.O. Box 34533
Houston, TX 77234
(832) 561-6757
(832) 420-2273
rcontrerastrucking@gmail.com

Rate Sheet

Miles	Zone	Rate
0-2	1	$ 8.00
3-4	2	$ 7.75
5-6	3	$ 8.00
7-8	4	$ 8.25
9-10	5	$ 8.50
11-14	6	$ 9.25
15-18	7	$ 10.00
19-22	8	$ 10.40
23	9	$ 10.50
24	10	$ 10.60
25	11	$ 10.70
26	12	$ 10.80
27	13	$ 10.90
28	14	$ 11.05
29	15	$ 11.25
30	16	$ 11.35
31	17	$ 11.50
32	18	$ 11.70
33	19	$ 11.80
34	20	$ 12.00
35	21	$ 12.10
36	22	$ 12.30
37	23	$ 12.45
38	24	$ 12.60
39	25	$ 12.75
40	26	$ 12.90
41	27	$ 13.05
42	28	$ 13.15
43	29	$ 13.30
44	30	$ 13.50

Miles	Zone	Rate
45	31	$ 13.65
46	32	$ 13.80
47	33	$ 14.00
48	34	$ 14.20
49	35	$ 14.35
50	36	$ 14.50
51	37	$ 14.65
52	38	$ 14.80
53	39	$ 15.00
54	40	$ 15.15
55	41	$ 15.30
56	42	$ 15.50
57	43	$ 15.75
58	44	$ 15.85
59	45	$ 16.00
60	46	$ 16.15
61	47	$ 16.30
62	48	$ 16.60
63	49	$ 16.80
64	50	$ 17.00
65	51	$ 17.15
66	52	$ 17.30
67	53	$ 17.45
68	54	$ 17.60
69	55	$ 17.75
70	56	$ 18.00
71	57	$ 18.15
72	58	$ 18.30
73	59	$ 18.45
74	60	$ 18.60

J.R. Contreras Trucking, LLC

P.O. Box 34533
Houston, TX 77234
(832) 561-6757
(832) 420-2273
rcontrerastrucking@gmail.com

Hourly Rates, Wait Times and Extras

- Hourly rates may be available depending on location and length of job.
- Hourly jobs require a minimum of 8 hours.
- Hour Rate is $150.
- Wait time starts one hour after arrival of truck to job site.
- Wait time rate is $100.00 per hour.
- Haul backs to plant for over ordering materials will be charged at 50% of the rate per ton or at a wait time rate depending on distance.
- Unscaled materials will be charged at an hourly rate.
- Leftover material transfer to customer's desired location will be charged at a waiting time rate.
- Cancellation of delivery once truck is in transit will be charged at a rate per mile traveled if working by the tonnage. If working by the hour a minimum of 2 hours in advance is required otherwise 4 hours will be charged per truck for last-minute cancellation.
- A minimum rate of 18 tons will be charged if load is less than 18 tons. This does not apply to the tri-axle trucks as the minimum tonnage for those is 16 tons.
- Fuel surcharge may be applied if fuel prices increase significantly. This surcharge will be calculated based on current fuel cost at the time of service and added to the final invoice. *See fuel surcharge notice.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
58.

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

Contract Approval Request Form

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

1) **Date of Request:** 5/14/2026
2) **Contract Type:** Expense
3) **Renewal Contract:** No
4) **Department Name: Road and Bridge**
5) **Department Contact: Zach Smith**
6) **Description: Trucking Service**

7) **PEID No: 722553**
8) **Req No:**
9) **Orgkey: 2301 312120**
10) **Object Code: 5324000**
11) **Vendor: JR Contreras Trucking**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: FM Lateral**
14) **Fund #: 2301**
15) **Current Year Budgeted: 1,280,000**
16) **Current Year Projected: 20,000**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 6/21/2026
23) **Auto Renewal Contract:** No
24) **Bid No: 26-086**
25) **Contract End Date:** 6/20/2029
26) **Contract # Issued by Purchasing Department: SC-0001053 (257708)**

NOTES: HB1295 to be requested - Award date 06/08/2026 CC

Approval History

Seq #	Approver	Action	Action Date
1	Zachary Smith	Approve	5/14/26 7:15 am
2	Melissa Fleming	Approve	5/14/26 4:04 pm
3	Francisco Rodriguez	Approve	5/14/26 5:11 pm
4	Rodolfo Gomez	Escalated	5/18/26 5:18 pm
5	Christian Monterrubio	Approve	5/19/26 10:56 am
6	Diana Huallpa	Approve	5/20/26 5:22 pm
7	Sergio Cruz	Approve	5/21/26 10:51 am
8	Veronica Van Horn	Approve	5/28/26 4:10 pm

State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

Contract Number: CM

Solicitation Number: **RFP 26-086, Local Trucking Services**

Term of Contract: **Three (3) years with two (2) one (1) year automatic extensions**

Beginning date of the Contract will be June 21, 2026 . The Contract will terminate on June 20, 2031.

Term of Completion (Construction or other time-specific contract): The Contractor shall complete the work within _N/A____ Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

Renewal Options: (if applicable):

Year One:	Yes ( ) No (X)
Year Two:	Yes ( ) No (X)
Year Three:	Yes ( ) No (X)
Year Four:	Yes (X) No ( )
Year Five:	Yes (X) No ( )

Contractor: J R Contreras Trucking, LLC

Awarded as to addendum(s) (if applicable):

Addendum No. 1: ( ) yes ( ) no ( ) n.a.
Addendum No. 2: ( ) yes ( ) no ( ) n.a.
Addendum No. 3: ( ) yes ( ) no ( ) n.a.

Payment Bond Required: ( ) yes (X)no

Performance Bond Required: ( ) yes (X) no

Notice to be Given to:

Galveston County:
County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

Jairo Reyes
J R Contreras Trucking LLC
11203 Wooddove Cir
Houston, TX 77089

County and Contractor agree as follows:

1. **Parts of Contract**: Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

2. **Contractor Responsibilities**: Contractor will obtain all required permits or licenses if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

3. **Payment for Services**: The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.

4. **Independent Contractor**: None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

5. **Employment Taxes**: Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

6. **Initial Term and Options to Renew**: The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall, be exercised only if all terms and conditions except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

7. **Cancellation**: County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

8. **Covenant Against Contingent Fees**: Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or continent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. **Subcontracting or Assignment**: Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

10. **Novation and Change of Name Agreements**: Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

11. **Force Majeure**: In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

12. **Entirety of Agreement and Modification**: This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

13. **Severability**. If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

14. **Validity/Enforceability**: If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

15. **Governing Law**: This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16. **Benefit**: This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17. **Authority to Bind**: The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

18. **Immunity Retained**: The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

19. **Meaning of Words**: Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20. **Public Information Act**: the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21. **Headings**: The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the _____ day of _____, _____.

Contractor:

J R Contreras Trucking LLC

By: Jairo Reyes

Date: 4/22/26

Galveston County

By: _____

Date: _____

Mark A. Henry, County Judge

Attest:

_____

Dwight Sullivan, County Clerk

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the _____ day of _____, _____.

Contractor:

J R Contreras Trucking LLC

By: **Date:**

Jairo Reyes 4/22/2026

Galveston County

By: **Date:**

_____ _____

Mark A. Henry, County Judge

Attest:

_____

Dwight Sullivan, County Clerk

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the _____ day of _____, _____.

Contractor:

J R Contreras Trucking LLC

By: **Date:**

Jairo Reyes 4/22/26

Galveston County

By: **Date:**

_____ _____

Mark A. Henry, County Judge

Attest:

_____

Dwight Sullivan, County Clerk

THE COUNTY OF GALVESTON

FRANK RODRIGUEZ
PURCHASING AGENT

ASHLEY CLARK
ASST. PURCHASING AGENT

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

May 22, 2026

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

RE: RFP 26-086, Local Trucking Services

Gentlemen,

Proposals for RFP 26-086, Local Trucking Services were opened on April 23, 2026. One (1) submittal was received from the following company:

- J R Contreras Trucking, LLC Houston, TX

After a thorough review of the submittal by the Evaluation Committee, J R Contreras Trucking LLC. received the best overall score and satisfied the RFP requirements.

Your consideration and approval of this award recommendation are respectfully requested.

Respectfully submitted,

Frank Rodriguez
Purchasing Agent
County of Galveston

Dickey, Tammy

From: Smith, Zachary
Sent: Wednesday, May 13, 2026 9:31 AM
To: Dickey, Tammy
Cc: Wallace, Tiffany; Ford, Kenneth; Richardson, Walter
Subject: Re: [EXTERNAL]J R Contreras Trucking LLC - 26-086 Local Trucking Services

Tammy,

Received. I've reviewed the updated proposal and recommend to accept.

V/R,

Zachary Smith
Road Administrator

5115 Hwy 3
Dickinson TX, 775539
O-281-534-4152
C-409-682-2650

GALVESTON COUNTY
OFFICE OF THE PURCHASING AGENT

REQUEST FOR PROPOSALS (RFP) #26-086
LOCAL TRUCKING SERVICES

SUBMISSION DEADLINE:
Thursday, April 23, 2026– 2:00 PM (CST)

Frank Rodriguez
Purchasing Agent
Galveston County
722 Moody (21st Street), Fifth (5th) Floor
Galveston, Texas 77550
Phone: (409) 770-5372

GALVESTON COUNTY, TEXAS
REQUEST FOR PROPOSALS (RFP) #26-086
LOCAL TRUCKING SERVICES

SUBMISSION DEADLINE: Thursday, April 23, 2026 – 2:00 PM CST

The Galveston County Purchasing Department utilizes Bonfire Interactive to distribute and receive bids electronically via its e-Procurement Portal. Potential bidders must register through the portal to participate electronically. Walk-in or mailed submittals will still be accepted; however, electronic submission is strongly encouraged through **https://galvestoncountytx.bonfirehub.com/.**

Purpose

Galveston County is seeking qualified vendors to provide *Tandem Truck Hauling* services for County Road construction and maintenance projects. Vendor shall transport hot mix asphalt and aggregate materials from supplier locations in the Greater Houston area to designated project sites throughout Galveston County. All tandem trucks must have a minimum hauling capacity of 18 tons and be equipped to deliver materials directly to the hopper of CAT paving laydown machines or other County-designated locations.

Procurement Timeline

Event	Date/Time
Advertise Solicitation (first date of publication)	Thursday, March 26, 2026
Advertise Solicitation (second date of publication)	Thursday, April 2, 2026
Questions Deadline	**Thursday, April 9, 2026 by 5:00 PM**
Submission Deadline/Bid Opening	**Thursday, April 23, 2026 at 2:00 PM**

Submittal Instructions

Bidders are encouraged to submit electronically through Galveston County's e-Procurement Portal at https://galvestoncountytx.bonfirehub.com/. Hard copy submittals will also be accepted. Sealed bids – one (1) original– must be delivered no later than **Thursday, April 23, at 2:00 PM CST** to:

Frank Rodriguez
Purchasing Agent
Galveston County Courthouse
722 Moody (21st Street), 5th Floor – Purchasing Department
Galveston, Texas 77550
Phone: (409) 770-5372

Or through the Bonfire e-procurement portal.

The Purchasing Department's timestamp clock shall serve as the official timepiece. Late submittals will not be accepted and will be returned unopened.

All envelopes must be clearly marked:
RFP #26-086 Local Trucking Services

The Bidder's name, return address, and identification label must be prominently displayed.

Virtual Bid Opening

Interested parties may attend the virtual bid opening using the following link:
https://galvestoncountytx.webex.com/galvestoncountytx/j.php?MTID=m6a379d699e21f11f46344f7f11c4eb57

Plans and Specifications

Specifications can be obtained from the Galveston County Purchasing Agent's office, Galveston County Courthouse, 722 Moody (21st Street), 5th Floor, Purchasing Department, Galveston, Texas 77550, or on the County's website at http://www.galvestoncountytx.gov/county-offices/purchasing

Pricing

Prices shall be quoted as firm, fixed pricing-either lump sum or unit prices as shown on the bid sheets. All prices shall include delivery, freight, and any associated fees (FOB Destination, Galveston County). Do not include sales tax; the County is tax-exempt.

Bond Requirements

No bond is required with this Request for Proposal.

Debarment and Suspension

By submitting a response, the bidder certifies that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal, state, or local program. Contractors and subcontractors who are debarred or suspended may not perform work, in whole or in part, under this contract.

Reservation of Rights

The Galveston County Commissioners' Court reserves the right to waive any informality and or irregularity, to reject any or all bids, and to accept the bid deemed most advantageous to the County in accordance with appliable laws and regulations.

Frank Rodriguez
Purchasing Agent
Galveston County

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

Table of Contents

1. RFP PACKAGE 4
2. PROPOSER'S RESPONSIBILITY 4
3. TIME FOR RECEIVING PROPOSALS 5
4. COMPETITIVENESS, INTEGRITY, INQUIRIES AND QUESTIONS 5
5. PROPOSAL OPENING 6
6. WITHDRAWAL OF PROPOSAL / FIRM PROPOSAL RULE 6
7. COMMISSIONERS' COURT 6
8. REJECTION OF PROPOSALS / DISQUALIFICATION 7
9. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS 7
10. SUBSTITUTES / DESCRIPTION OF MATERIALS AND EQUIPMENT 7
11. EXCEPTIONS TO PROPOSAL CONDITIONS 8
12. AWARDED PRICES 8
13. PROCUREMENT CARD (P-CARD) PROGRAM 8
14. PASS THROUGH COST ADJUSTMENTS 9
15. MODIFICATION OF PROPOSALS 9
16. PRE-PROPOSAL CONFERENCE 9
17. SIGNATURE OF PROPOSALS 10
18. AWARD OF PROPOSALS – EVALUATION CRITERIA AND FACTORS 10
19. DISPUTE AFTER AWARD / PROTEST 11
20. PUBLIC INFORMATION ACT (F/K/A OPEN RECORDS ACT) 12
21. PROPOSER'S E-MAIL ADDRESSES – CONSENT TO DISCLOSURE 12
22. RESULTANT CONTRACT 12
23. CONTRACT TERM 14
25. TERMINATION FOR DEFAULT 14
26. TERMINATION FOR CONVENIENCE 15
27. FORCE MAJEURE 15
28. ESTIMATED QUANTITIES 15
29. CONTRACTOR INVESTIGATION 15
30. NO COMMITMENT BY COUNTY OF GALVESTON 15

911

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

31. PROPOSAL COSTS BORNE BY PROPOSER 16
32. BEST AND FINAL OFFERS (BAFO) 16
33. SINGLE PROPOSAL RESPONSE 16
34. CHANGES IN SPECIFICATIONS 16
35. PROPOSAL IDEAS AND CONCEPTS 16
36. PROPOSAL DISCLOSURES 17
37. INDEMNIFICATION 17
38. REQUIREMENT OF AND PROOF OF INSURANCE 17
39. PROPOSAL GUARANTEE 19
40. PERFORMANCE AND PAYMENT BONDS (IF REQUIRED) 19
41. PATENT AND COPYRIGHT PROTECTION 20
42. CONFLICT OF INTEREST DISCLOSURE REPORTING (FORM CIQ) 20
43. DISCLOSURE OF INTERESTED PARTIES / FORM 1295 22
44. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS & REQUIREMENT TO REGISTER IN SAM 22
45. TRANSACTIONS WITH TERRORIST ORGANIZATIONS PROHIBITED 23
46. VERIFICATION NOT TO BOYCOTT ISRAEL 24
47. SOVEREIGN IMMUNITY 24
48. CONTROLLING LAW AND VENUE 25
49. MERGERS, ACQUISITIONS 25
50. DELAYS 25
51. ACCURACY OF DATA 25
52. SUBCONTRACTING/ASSIGNMENT 25
53. INDEPENDENT CONTRACTOR 26
54. MONITORING PERFORMANCE 26
55. SUBJECT TO APPROPRIATION OF FUNDS 26
56. CONTRACTS SUBJECT TO GRANT FUNDING 26
57. PROCUREMENT ETHICS 26
58. NON-COLLUSION AFFIDAVIT 28
59. CERTIFICATION REGARDING LOBBYING – COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871 29
60. NON-DISCRIMINATION 29

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

61. RECORD RETENTION AND RIGHT TO AUDIT 30
62. TITLE VI ASSURANCES/TXDOT 31
63. ASSURANCES FOR CONSTRUCTION PROGRAMS - TEXAS GENERAL LAND OFFICE (GLO) 32
64. GENERAL AFFIRMATIONS – TEXAS GENERAL LAND OFFICE (GLO) 35
65. SECTION 231.006, FAMILY CODE/DELINQUENT CHILD SUPPORT 42
66. ANTITRUST 42
67. LABOR STANDARDS 42
68. PROCUREMENT STANDARDS - 42
69. PROCUREMENT LAWS 54
71. REQUIRED CONTRACT PROVISIONS 61
DEBARMENT / SUSPENSION AND VOLUNTARY EXCLUSION (2 CFR APPENDIX II TO PART 200 (I)) 65
72. NON-EXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS – TEXAS GENERAL LAND OFFICE (GLO) 79
73. SPECIAL CONDITIONS – TEXAS GENERAL LAND OFFICE (GLO) 82
74. ENERGY EFFICIENCY (42 U.S.C. 6201 AND 2 CFR 200 APPENDIX II (H)) 87
75. LEAD AND ASBESTOS 87
76. USE OF DHS SEAL, LOGO, AND FLAGS PROHIBITED WITHOUT PRIOR APROVAL 87
77. FEDERAL GOVERNMENT NOT A PARTY 87
78. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS 88
79. ACKNOWLEDGMENT OF GOVERNMENT RECORD 88
80. COMPLIANCE WITH GALVESTON COUNTY PURCHASING POLICIES AND PROCEDURES 88
81. ENTIRETY OF AGREEMENT AND MODIFICATION 88
82. NOTICE 89

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

The Special Provisions and the General Provisions of this Request for Proposal and the Exhibits attached hereto are made a part of this agreement between the Parties. In the event of a conflict between the General Provisions and the Special Provisions, the terms of the Special Provisions shall control.

This solicitation is issued under the general guidance and mandates as refenced in the *Texas Local Government Code, SUBCHAPTER C. COMPETITIVE BIDDING IN GENERAL, Sec. 262.021. SHORT TITLE. This subchapter may be cited as the County Purchasing Act.*

Interested parties are requested to familiarize themselves with these provisions as well as the entire General and Special Provision sections of this document prior to participating and submitting a response to this request.

1. RFP PACKAGE

The Request for Proposal, General and Special provisions, drawings, specifications/line-item details, contract documents, addenda (if any), and the Proposal are all part of the Proposal package and Resultant Contract. ***Proposals submitted must be one (1) unbound original****, on the forms provided by the County if County forms are provided and shall include the Proposal sheets completed in their entirety and signed by an authorized representative by original signature. Failure to complete and sign the Proposal sheets/contract page(s) may disqualify the Proposal from being considered by the Commissioners' Court. Any individual signing on behalf of the Proposer expressly affirms that he or she is duly authorized to tender this Proposal and to sign the Proposal under the terms and conditions in this request for Proposal on behalf of the Proposer and to bind the Proposer to the terms and conditions of this request for Proposal and the Proposer's response hereto.*

Proposer further understands that Proposers' signing of the contract shall be of no effect unless the contract is subsequently awarded by the Commissioners' Court and the contract properly executed by the Commissioners' Court.

All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the Proposal. If there are discrepancies between unit prices quoted and extensions, the unit price shall prevail.

Each Proposer is required to thoroughly review this entire Request for Proposal package to familiarize themselves with the Proposal procedures, the plans and specifications for the requested work, as well as the terms and conditions of the contract the successful Proposer will execute with the County.

2. PROPOSER'S RESPONSIBILITY

The Proposer must affirmatively demonstrate its responsibility. The Proposer must also meet the following minimum requirements:

A. have adequate financial resources or the ability to obtain such resources as required;
B. be able to comply with all federal, state, and local laws, rules, regulations, ordinances, and orders regarding this request for Proposal;
C. have a satisfactory record of performance;
D. have a satisfactory record of integrity and ethics; and
E. be otherwise qualified and eligible to receive an award.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

3. TIME FOR RECEIVING PROPOSALS

Proposals may be submitted by mail or hand delivery and **must be submitted only to the Galveston County Purchasing Agent**. If by delivery, the Proposer must deliver the Proposal to the reception desk in the County Purchasing Agent's Office. The delivery and mailing instructions for the Galveston Count Purchasing Agent are the following:

Frank Rodriguez
Galveston County Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550

Proposals will **not** be accepted by facsimile transmission or by electronic mail (email) unless superseded by instructions within the Special Provisions section of this solicitation. Proposals must be received by the County Purchasing Agent on or before the deadline for the opening of the Proposals. **For clarity, mailing date/postmark is not sufficient – Proposals must be received by the County Purchasing Agent on or before the deadline.** Late Proposals will not be accepted and will be returned to the Proposer unopened. Proposals received prior to the submission deadline will be maintained unopened until the specified time for opening.

The County Purchasing Agent will accept Proposals from 8:00 a.m. to 5:00 p.m. on each business day up to the submission deadline. Business days do not include Saturdays and Sundays, and do not include other days in which the County is closed for business in observance of holidays or for other reasons.

The time-stamp clock within the County Purchasing Agent's Office shall be the official time clock for the purpose of this solicitation and thus shall be the determinant of whether the Proposal was timely received.

The Proposer should prominently identify the procurement number and name on the outside of the envelope/mailing package. If the Proposer fails to identify the request for Proposal number and name on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the solicitation number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a Proposal.

If a Proposal is not submitted, return this Request for Proposal and state reason (s), otherwise your name may be removed from the Purchasing Agent's mailing list.

4. COMPETITIVENESS, INTEGRITY, INQUIRIES AND QUESTIONS

To prevent biased evaluations and to preserve the competitiveness and integrity of the procurement process, **Proposers are to direct all communications regarding this Request for Proposal only to the Galveston County Purchasing Agent,** unless otherwise specifically noted.

Do not contact the requesting department. Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the Proposal of the firm found to be in non-compliance.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

All questions regarding this Request for Proposal must be submitted in writing to:

Frank Rodriguez
Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7997
E-mail: purchasing.bids@co.galveston.tx.us

All questions received and the responses thereto will be mailed, emailed, or faxed to all prospective Proposers by addendum. No inquiries except clarification of instructions will be addressed by telephone.

Proposer is advised to carefully review this Request for Proposal – it provides specific information necessary to aid participating firms in formulating a thorough response. Proposer's failure to examine all documents shall not entitle the Proposer to any relief from the conditions imposing in the Request for Proposal and the resultant contract.

An authorized person from the Proposer must sign the Proposal. This signatory must be a person from the submitting firm who is duly authorized to tender and sign the Proposal on behalf of the Proposer and to bind the Proposer to the terms and conditions of this Request for Proposal, the Proposer's response, and all other terms and conditions of the contract. By this signature, the Proposer further acknowledges that the Proposer has read the request for Proposal and Proposal documents thoroughly before submitting a Proposal and will fulfill the obligations in accordance with the terms, conditions, and specifications detailed herein.

5. PROPOSAL OPENING

The Purchasing Agent shall open the Proposals on the date and time specified herein. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and that keeps the Proposals secret during negotiations. The Purchasing Agent will examine Proposals promptly and thoroughly. **Upon opening, no Proposal may be withdrawn for a period of sixty (60) calendars days after the Proposal opening date.**

6. WITHDRAWAL OF PROPOSAL / FIRM PROPOSAL RULE

Proposers may request withdrawal of their sealed Proposal prior to the scheduled Proposal opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No Proposals may be withdrawn for a period of sixty (60) calendar days after opening of the Proposals.

7. COMMISSIONERS' COURT

No contract is binding on the County until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

Department heads and elected officials are not authorized to enter into any type of agreement or contract on behalf of the County. Only the Commissioners' Court acting as a body may enter into a contract on behalf of and contractually bind the County. Additionally, department heads and elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

Supplemental agreements are subject to review by the County Legal Department prior to being accepted and signed by the County's authorized representative.

8. REJECTION OF PROPOSALS / DISQUALIFICATION

Galveston County, acting through its Commissioners' Court, reserves the right to:

- reject any and all Proposals in whole or in part received by reason of this request for Proposal;
- waive any informality in the Proposals received;
- disregard the Proposal of any Proposer determined to be not responsible;
- disregard the Proposal of any Proposer determined to have not submitted its Proposal timely; and/or
- discontinue its efforts for any reason under this request for Proposal package at any time prior to actual execution of contract by the County.

Proposers may be disqualified, and rejection of Proposals may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

A. Failure to use the Proposal forms furnished by the County, if applicable;
B. Lack of signature by an authorized representative of Proposer;
C. Failure to properly complete the Proposal;
D. Engaging in communications regarding this procurement during the pendency of this procurement with County officials and/or personnel who are not within the Purchasing Department;
E. Failure to meet the mandatory requirements of this request for Proposal; and/or
F. Evidence of collusion among Proposers.

9. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective Proposer to review the entire request for Proposal packet and to notify the Purchasing Agent if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any protest or question(s) regarding the specifications or Proposal procedures must be received in the Purchasing Agent's Office not less than seventy-two (72) hours prior to the time set for Proposal opening. Proposers are to submit their Proposal as specified herein or propose an approved equal.

10. SUBSTITUTES / DESCRIPTION OF MATERIALS AND EQUIPMENT

Any brand name or manufacturer reference used herein is intended to be descriptive and not restrictive, unless otherwise noted, and is used to indicate the type and quality of material. The term "or equal" if used, identifies commercially produced items that have the essential performance and salient characteristics of the brand name stated in the item description. All supplies, material, or equipment shall be new and of the most suitable grade for the purpose intended. For clarification, "new" includes products containing recovered materials that are EPA-designated items and additionally see Section 63 of these General Provisions on contracts involving federal funds. It is not the County's intent to discriminate against any materials or equipment of equal merit to those specified. However, if Proposer desires to use any substitutions, prior written approval must be obtained from the Purchasing Agent and sufficiently in advance such that an addendum may be issued. All material supplied must be one hundred percent (100%) asbestos free. Proposer, by submission of its Proposal, certifies that if awarded any portion of this procurement, the Proposer will supply only material and equipment that is 100% asbestos free.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

11. EXCEPTIONS TO PROPOSAL CONDITIONS

The Proposer will list on a separate sheet of paper any exceptions to the conditions of this request for Proposal. This sheet will be labeled, "Exceptions to Proposal Conditions", and will be attached to the Proposal. If no exceptions are stated, **it will be understood that all general and special conditions will be complied with, without exception.**

The Proposer must specify in its Proposal any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the Proposal and should indicate its possible or actual advantage to the program being offered.

The County reserves the right to offer these alternatives to other Proposers.

12. AWARDED PRICES

During the contractual period of the resultant contract, any prices submitted by the respondent shall include all costs to the County, including the material, delivery, current freight rate, state tax, or any other cost.

Award prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Awardee is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Awardee shall indemnify and save harmless the County, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment, or process, to be performed under the contract, and shall indemnify the County its officers, agents, and employees for any costs, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of the work.

Proposal pricing will be either lump sum or unit prices as shown on the Proposal sheets if included. The net priced items will be delivered to Galveston County, including all freight, shipping, and delivery charges. Galveston County is a tax-exempt local government of the State of Texas, therefore, no taxes shall be included with submitted pricing.

Cash discount must be shown on the Proposal, otherwise prices will be considered net. Unless prices and all information requested are complete, the Proposal may be disregarded and given no consideration.

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County of Galveston. Prices paid by the County of Galveston shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

13. PROCUREMENT CARD (P-CARD) PROGRAM

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to a vendor by credit card. This method typically results in substantially faster bill payments, sometimes within three (3) to five (5) days of the actual transaction date. All transaction fees from the card provider are to be paid by the successful contractor. If awarded company will accept payment via credit card (Visa, MasterCard, etc.), this should be notated in the Proposal submittal.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

14. PASS THROUGH COST ADJUSTMENTS

Except in instances of extreme extenuating circumstances, Contractor prices shall remain firm throughout the contract period and any renewals. Examples of extreme extenuating circumstances include such situations as a nationwide rail strike, oil shortage or oil embargo.

In extreme extenuating circumstances, Contractors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own. A request for a pass-through cost increase will not be considered unless a Contractor's cost for the Contractor's product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) calendar days. Costs that historically are anticipated to rise over a period of time (for example only, such as wages or insurance costs) do not qualify for pass through. If a Contractor thinks he will be asking for a pass-through cost adjustment during the term of the contract, then the original cost of the product to Contractor must be stated in Contractor's original Proposal.

A request for a pass-through cost does not guarantee that one will be granted. Contractors must submit such information on each request as required by the County Purchasing Agent. The County Purchasing Agent will review each request on a case-by-case basis and if valid submit the request to the Commissioners' Court for authorization and determination of the appropriateness of each request as well as amount and duration of increase. Contractors will not be permitted any additional compensation for mark-ups or profits based on the increase in price. Rather, such additional compensation will be limited to the actual increase in original cost to the Contractor as such increase is reflected by the original cost stated in the Proposal. But in no event will the amount of additional compensation exceed 25% increase in Contractor's original cost for the product as such cost is reflected in Contractor's original Proposal or the duration exceed a period of sixty (60) calendar days. In addition, should the cost, during the period of the pass through, return to normal or decrease to below pre pass through prices, appropriate downward adjustments shall be made. No more than one pass through adjustment will be permitted per year.

15. MODIFICATION OF PROPOSALS

A Proposer may modify a Proposal by letter at any time prior to the submission deadline for receipt of Proposals. Modification requests must be received by the Purchasing Agent prior to the submission deadline. Modifications made before opening time must be initialed by Proposer guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court considering of same.

16. PRE-PROPOSAL CONFERENCE

A pre-Proposal conference for the purpose of discussing contract requirements and answering questions of prospective Proposers may be conducted in this procurement. A pre-Proposal conference may be mandatory or voluntary. If the pre-Proposal conference is mandatory, then the County is authorized to condition acceptance of a Proposal on compliance with attendance. The Special Provision section of this procurement shall specify if a pre-Proposal conference is to be held and shall specify whether the pre-Proposal conference is mandatory or voluntary. Regardless of whether the pre-Proposal conference is mandatory or voluntary, only a principal, officer, or employee of the Proposer may represent the Proposer at the pre-Proposal conference and no person may represent more than one Proposer at the pre-Proposal conference.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

17. SIGNATURE OF PROPOSALS

Each Proposal shall give the complete name of the Proposer and the mailing address of the Proposer and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each Proposal shall include the Proposer's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and Proposal response sheets may disqualify the Proposal from being considered by the County. The person signing on behalf of the Proposer expressly affirms that the person is duly authorized to tender the Proposal on behalf of the Proposer and to sign the Proposal sheets and contract under the terms and conditions of this Request for Proposal and to bind the Proposer hereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

18. AWARD OF PROPOSALS – EVALUATION CRITERIA AND FACTORS

The award will be made to the responsible Proposer whose Proposal is determined to be the lowest and best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal. **The proposed cost to the County will be considered firm and cannot be altered after the submission deadline, unless the County invokes its right to request a best and final offer.**

"Lowest and best" means a Proposal or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

In determining the lowest and best Proposal for a contract for the purchase of earth-moving, material-handling, road maintenance, or construction equipment, the Commissioners' Court may also consider the information submitted under Section 262.0255 of the Local Government Code; and in determining the lowest and best Proposal for a contract for the purchase of road construction material, the Commissioners' Court may consider the pickup and delivery locations of the Proposers and the cost to the county of delivering or hauling the material to be purchased. The Commissioners' Court may award contracts for the purchase of road construction material to more than one Proposer if each of the selected Proposers submits the lowest and best Proposal for a particular location or type of material.

Each Proposer, by submitting a Proposal, agrees that if its' Proposal is accepted by the Commissioners' Court, the Proposer will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this Proposal, including but not limited to the best and final offer if applicable, and the contract.

The contractor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the County Purchasing Agent. The contractor will perform all services indicated in the Proposal in compliance with this contract.

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners'' Court agenda and approved in open court. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County. Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of the County. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County's legal counsel prior to being signed by the County's authorized representatives.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

The County of Galveston reserves the right to accept Proposals on individual items listed, or group items, or on the Proposal as a whole; to reject any and all Proposals; to waive any informality in the Proposals; to disregard Proposals that are not submitted timely; to disregard the Proposals of Proposers determined to be not responsible; and to accept the Proposal that appears to be in the best interest of the County. The selection process may, however, include a request for additional information or an oral presentation to support the written Proposal.

In determining and evaluating the best Proposal, the pricing component may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered along with any other relevant items.

The County reserves the right to reject any or all Proposals in whole or in part received by reason of this Request for Proposal and may discontinue its efforts under this Request for Proposal for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County.

A Proposer whose Proposal does not meet the mandatory requirements set forth in this request for Proposal will be considered non-compliant.

The invitation to submit a Proposal which appears in the newspaper, or other authorized advertising mediums, these general provisions, the special specifications which follow, the Proposal sheets, forms, and any addenda issued are all considered part of the Proposal and resultant contract.

Each Proposer, by submitting a Proposal, agrees that if its Proposal is accepted by the Commissioners' Court, such Proposer will furnish all items and services upon the terms and conditions in this request for Proposal and the resultant contract.

Notice of contract award is anticipated to be made within ninety (90) days of opening of Proposals to the lowest responsive and responsible contractor, whose Proposal complies with all the requirements in the request for Proposal.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Section 37, Requirement of and Proof of Insurance, or if different, then as described within the Special Provisions or resultant contract.

The contractor shall not commence work under these terms and conditions of the contract until all applicable Purchase Orders, Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letters of Credit (if required) have been approved by the County of Galveston and the Contractor has received notice to proceed in writing and an executed copy of the contract from the County Purchasing Agent.

19. DISPUTE AFTER AWARD / PROTEST

Any actual or prospective Proposer who is allegedly aggrieved in connection with this procurement or award of a contract resulting therefrom may protest. The protest shall be submitted in writing to the Purchasing Agent within seven (7) calendar days after such aggrieved person knows of or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

through the Purchasing Agent. The decision of the Commissioners' Court will be final. The Commissioners' Court need not consider protests unless this procedure is followed.

20. PUBLIC INFORMATION ACT (f/k/a Open Records Act)

The Proposer acknowledges that the County is a government body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code, and as such is required to release information in accordance with the provisions of the Public Information Act.

If Proposer considers any of its submitted information to be proprietary in nature, trade secret, or otherwise confidential, then it must clearly and conspicuously mark such information as proprietary, trade, secret, or confidential. By the submission of its Proposal, Proposer expressly affirms that it has clearly and conspicuously marked any information within its submission that Proposer considers confidential, proprietary, and/or trade secret.

In the event the County receives a request for information under the Public Information Act seeking information that the Proposer has marked as confidential, proprietary, and /or trade secret, then the County agrees that it shall provide notice to the Proposer of the request for information and the request for decision process under the Public Information Act. Thus, the County will submit the initial correspondence to the Texas Attorney General – however, the burden is and shall be on the Proposer to submit correspondence to the Attorney General if the Proposer wishes its information to be withheld. Proposer is deemed to have knowledge of the Public Information Act. **By the submission of its Proposal, Proposer expressly acknowledges that the burden to withhold its' information from public disclosure lays with the Proposer;** thus, Proposer further acknowledges and agrees that it shall submit comments to the Texas Attorney General in the request for decision process if Proposer wishes to have its' information withheld from public disclosure.

21. PROPOSER'S E-MAIL ADDRESSES – CONSENT TO DISCLOSURE

Notwithstanding the foregoing Section 20, Proposer acknowledges and agrees that the confidentiality of all email addresses Proposer uses or discloses in communicating with the County are **open** to the public in accordance with Section 552.137 of the Government Code and Proposer consents to the release of its email addresses.

22. RESULTANT CONTRACT

Proposer should submit a proposed contract / agreement with its response, or its sample material terms and conditions for review and consideration.

It is the intent of this solicitation to enter a contract that meets State and Federal guidelines. It is imperative that all responders seeking a contract under this solicitation effort, familiarize and adhere to the requirements of the General Provisions, Special Provisions, and the procurement standards as referenced in 2 C.F.R. Part 200, Sections 200.317-200.326, and Appendix II, 2 C.F.R. Part 200. Sections 200.317–200.326 and Appendix II are referenced in the General Provisions section of this solicitation.

The resultant contract consists of the following documents: Request for Proposal, General Provisions, Special Provisions, General Terms and Conditions (including specifications, drawings, and addenda), Proposer's Proposal, Proposal Sheets, contract award, and any other documents referenced herein or

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

attached hereto for the work. Collectively these documents may also be referred to as the Plans and Specifications.

The Galveston County Commissioners Court, and/or authorized designees will be responsible for negotiating with the successful contractor, the scope of work, the standards of performance, the specific technology provided, and the support services required for the proposed projects. All contractual amendments will be processed in accordance with Galveston County Purchasing Policies and Procedures.

Amendments will also be brought to Galveston County Commissioners' Court for approval as deemed necessary. The approval process serves to ensure the project technology and/or service is within the scope of the resultant contract, and that pricing meets the agreed upon pricing methodology as specified in the contract, and that funds are available.

Proposer shall correctly and fully execute the resultant contract first. After this, the contract shall be set for consideration by the Commissioners' Court. If the Commissioners' Court authorizes the execution of the contract, the resultant contract shall become effective upon the Commissioners' Court execution of same, provided that the contract is executed by all parties to the contract. Contract documents shall consist of the contract, the General and Special Provisions, drawings, solicitation package (including best and final offer(s) if such is utilized), any addenda issued, and any change orders issued during the work. If applicable to the attached Proposal, Proposer must sign three (3) original contracts and return all three with their Proposal submittal.

The Contractor shall procure all permits, licenses, certificates, or any such approvals of plans or specifications as may be required by federal, state, and local laws, ordinances, rules, and regulations, for the proper execution and completion of the work under the resultant agreement.

The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on County property by the contractor.

The resultant agreement is considered a non-exclusive agreement between the parties.

The successful contractor hereby certifies that this agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted Proposals for the Work covered by the resultant agreement and is in all respects fair and without collusion or fraud. As to Contractor, the successful contractor hereby warrants and certifies that he/she is authorized to enter into this agreement and to execute same on behalf of the Contractor as the act of the said Contractor.

The agreement, including the General and Special Conditions and all amendments or addenda issued by the county, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of the resultant agreement shall be deemed to exist or to bind either party hereto.

To satisfy cost reasonableness responsibilities at the time of any extension period, the County of Galveston reserves the right to obtain additional quotes and current pricing information from the successful contractor and other contractors to perform the work as stated per the specification listed herein and in the resultant. The solicited results may be used by the County to determine if the contract extensions will be considered, or other service options be utilized.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

23. CONTRACT TERM

The term of the resultant contract will begin on the date of full execution or the execution by the Commissioners' Court, whichever is later, and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth.

24. COLLATERAL CONTRACT

The County reserves the right to provide by separate contract or otherwise, in such manner as not to delay its programs or damage said Contractor, all labor and material essential to the completion of the work that is not included in this contract.

Award prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Awardee is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Awardee shall indemnify and save harmless the County, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment, or process, to be performed under the contract, and shall indemnify the County its officers, agents, and employees for any costs, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of the work.

25. TERMINATION FOR DEFAULT

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case either party may require corrective action within ten (10) business days from date of receipt of written notice citing the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) business days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract.

All notices relating to default by Proposer of the provisions of the contract shall be issued by the County through its Legal counsel, and all replies shall be made in writing to the County's legal counsel. Notices issued by or issued to anyone other than the County's legal counsel shall be null and void and shall be considered as not having been issued or received.

Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of Proposals or further negotiations. At a minimum, Proposer shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs, and attorney fees.

In the event of Termination for Default, Galveston County, its agents, or representatives shall not be liable for loss of any profits anticipated to be made by Proposer.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement.

County reserves the right to terminate this contract immediately in the event Proposer:

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

A. Fails to meet delivery or completion schedules; and/or
B. Fails to otherwise perform in accordance with the accepted Proposal and the contract.

26. TERMINATION FOR CONVENIENCE

County may terminate this contract upon at least thirty (30) calendar days prior written notice for its convenience or for any reason deemed by the County to serve the public interest. As well, County may terminate this contract upon thirty (30) calendar days prior written notice for any reason resulting from any governmental law, order, ordinance, regulation, or court order. In no event shall County be liable for loss of any profits anticipated to be made hereunder by Proposer should this contract be terminated early.

27. FORCE MAJEURE

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Force Majeure claimed, but for no longer period.

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome, and which substantially interferes with operations.

28. ESTIMATED QUANTITIES

Any reference to quantities shown in the request for Proposal is an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements.

29. CONTRACTOR INVESTIGATION

Before submitting a Proposal, each Proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. Proposer shall exercise due diligence and is further charged with knowledge of the local, State, and Federal laws, rules, and regulations applicable to this contract. If the Proposer receives an award as a result of its Proposal submission in this procurement, the Proposer's failure to have made such investigations and examinations will in no way relieve the Proposer from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation and/or for excused nonperformance.

30. NO COMMITMENT BY COUNTY OF GALVESTON

This request for procurement does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a Proposal in response to this request for Proposal and does not commit the County of Galveston to procure or contract for services or supplies.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

31. PROPOSAL COSTS BORNE BY PROPOSER

Galveston County shall not be liable for any costs incurred by Proposer in preparation, production, or submission of a Proposal, including but not limited to best and final offer if applicable. As well, Galveston County shall not be liable for any work performed by Proposer prior to issuance of fully executed contract and properly issued notice to proceed. Galveston County shall not be liable for any costs incurred by Proposer by reason of attending a pre-Proposal conference. Galveston County shall not be liable for any costs incurred by Proposer by reason of the County invoking use of best and final offers.

32. BEST AND FINAL OFFERS (BAFO)

In acceptance of Proposals, the County reserves the right to negotiate further with one or more of the Proposers as to any features of their Proposals and to accept modifications of the work and price when such action will be in the best interest of the County. This includes, but is not limited to, the solicitation of a Best and Final Offer from one or more of the Proposers. If a Best and Final Offer is invoked, this allows acceptable Proposers the opportunity to amend, change, or supplement their original Proposal. Proposers may be contacted in writing by the Purchasing Agent, requesting that they submit their Best and Final Offer. Any such Best and Final Offer must include discussed and negotiated changes.

33. SINGLE PROPOSAL RESPONSE

If only one Proposal is received in response to the request for Proposal, a detailed cost Proposal may be requested of the single Proposer. A cost/price analysis and evaluation and/or audit may be performed of the cost Proposal to determine if the price is fair and reasonable.

34. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this Request for Proposal, a written notice of such revision will be provided to all Proposers in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees or officials, unless such clarification or change is provided to Proposers in a written addendum from the Purchasing Agent. Proposers are advised to inquire prior to the submission deadline as to whether any addenda to this request for Proposal have been issued, as the successful Proposer will be required to abide by such addenda.

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of Proposals. Such revisions and amendments, if any, shall be announced by form of addenda. Copies of such addenda (or addendum in the event only one addendum is issued in the procurement) shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the County's request for proposal list for this material/service or those who have obtained documents from the Purchasing Agent's Office subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of Proposals may be postponed by such number of days as in the opinion of the County shall enable prospective contractors to revise their Proposals. In any case, the Proposal opening shall be at least seven (7) business days after the last revising or amendment addendum and the addendum shall include an announcement of the new date, if applicable, for the opening of Proposals.

35. PROPOSAL IDEAS AND CONCEPTS

The County reserves to itself the right to adopt or use for its benefit, any concept, plan, or idea contained in any Proposal.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

36. PROPOSAL DISCLOSURES

While this procurement is pending, the names of those who submitted Proposals will not be made public unless in conformity with the County Purchasing Act. Likewise, no pricing, staffing, or other contents of the Proposal information will be released unless in conformity with the County Purchasing Act. Proposers are requested to withhold all inquiries regarding their Proposal or other submissions until after an award is made. No communication is to be had with any County employee or official, other than the County Purchasing Agent, regarding whether a Proposal was received - violations of this provision may result in the rejection of a Proposal.

37. INDEMNIFICATION

The contractor agrees to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof, arising out of or in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s), in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

38. REQUIREMENT OF AND PROOF OF INSURANCE

The successful Proposer shall furnish evidence of insurance to the County Purchasing Agent and shall maintain such insurance as required hereunder or as may be required in the Special Provisions or resultant contract, if different. Contractor shall obtain and thereafter continuously maintain in full force and effect, Commercial General Liability insurance, including but not limited to bodily injury, property damage, and contractual liability, with combined single limits as listed below or as may be required by State or Federal law, whichever is greater.

A. For damages arising out of bodily injury to or death of one person in any one accident:
ONE HUNDRED THOUSAND AND NO/100 ($100,000.00) DOLLARS.

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

C. For any injury to or destruction of property in any one accident:
ONE HUNDRED THOUSAND AND NO/100 ($100,000.00) DOLLARS.

Insurance shall be placed with insurers having an A.M. Best's rating of no less than A. Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions ensuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.

Galveston County shall be listed as the additional insured on policy certificates and shall be provided with no less than thirty (30) calendar days prior notice of any changes to the policy during the contractual period.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) business days of issuance of notification from the County Purchasing Agent to Proposer that the contract is being activated as written proof of such insurance and further provided that Proposer shall not commence work under this contract until it has obtained all insurance required herein, provided written proof as required herein, and received written notice to proceed issued from the County Purchasing Agent.

Proof of renewal/replacement coverage shall be provided prior to the expiration, termination, or cancellation date of any policy and Galveston County shall be named as an additional insured on any such renewal/replacement coverage and a certificate of insurance showing such shall be provided to the Purchasing Agent. Said insurance shall not be cancelled, permitted to expire, or changed without at least thirty (30) days prior written notice to the County.

Insurance required herein shall be maintained in full force and effect during the life of this contract and shall be issued on an occurrence basis. Contractor shall require that any and all subcontractors that are not protected under the Contractor's own insurance policies take and maintain insurance of the same nature and in the same amounts as required of Contractor and provide written proof of such insurance to Contractor. Proof of renewed/replacement coverage shall be provided prior to the expiration, termination, or cancellation date of any policy. Contractor shall not allow any subcontractor to commence work on the subcontract until such insurance required for the subcontractor has been obtained and approved.

Workers' Compensation Insurance: Successful Proposer shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all its' employees, including but not limited to full time, part time, and emergency employees employed by the successful Proposer. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful Proposer to the County.

Insurance is to be placed with insurers having a Best rating of no less than A. The Proposer shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of receiving notification from the County Purchasing Agent that the contract is being activated. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Proposer shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide Proposer with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Proposer.

In no event shall the County be liable for any damage to or destruction of any property belonging to the Proposer.

Subrogation Waiver. Proposer and Proposer's insurance carrier waive any and all rights to subrogation against Galveston County in regard to any suit or claim arising out of personal injury or property damage resulting from Proposer's performance under this agreement.

39. PROPOSAL GUARANTEE

Unless specified differently within the Special Provisions of this procurement, each Proposer shall be required to submit a Proposal guarantee with its Proposal as required within this Section.

Evidencing its firm commitment to engage in contract if Proposer is selected for award of contract, each Proposer is required to furnish with their Proposal a cashier's check or an acceptable Proposer's bond (generally, a Proposal bond) in the amount of five percent (5%) of the total contract price. If Proposer is using a bond, then the bond must be executed with a surety company authorized to do business in the State of Texas. Failure to furnish the Proposal guarantee in the proper form and amount, by the time set for opening of Proposals may be cause for rejection of the Proposal.

The cashier's check or Proposer bond (as applicable) will be returned to each respective unsuccessful Proposer(s) after the Commissioners' Court award of contract and shall be returned to the successful Proposer upon the completion and submission of all contract documents. Provided however, that the cashier's check or Proposer bond will be forfeited to the County as liquidated damages should successful Proposer fail to execute the contract within thirty (30) days after receiving notice of the acceptance of its Proposal.

40. PERFORMANCE AND PAYMENT BONDS (if required)

Successful Proposer, before beginning work, shall execute a performance bond and a payment bond, each of which must be in the amount of the contract. The required payment and performance bonds must each be executed by a corporate surety authorized to write surety bonds in the State of Texas and in accordance with Chapter 3503 of the Insurance Code (codified in 2005 and originally within Section 1, Chapter 87, Acts of the 56th Leg., R.S., 1959, and in Article 7.19-1, Vernon's Texas Insurance Code).

The performance and payment bonds must each clearly and prominently display on the bond or on an attachment to the bond:

a.) The name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or
b.) The toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll free-telephone number.

The performance bond shall be solely for the protection of Galveston County, in the full amount of the

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

contract, and conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply labor or material, and in the amount of the contract.

The payment and performance bonds required to be furnished herein must be furnished before the contractor begins work and are a requirement for issuance of a Notice to Proceed. Such bonds must be furnished to the Galveston County Purchasing Agent within thirty (30) calendar days after the date of the full execution of the contract or, if applicable, as required under Chapter 2253, Government Code, whichever is earlier. Contractor's failure to provide the required payment and performance bonds within such time period shall constitute an event of default under this contract. Contractor shall not commence work until all applicable certificates of insurance, performance bonds, and payment bonds have been received and approved by the County Purchasing Agent and the Contractor receives notice to proceed in writing that has been issued by the County Purchasing Agent.

Additionally, if this request for Proposal is for the award of a public works contract, then compliance with Chapter 2253 of the Texas Government Code, which is known as the McGregor Act, is mandatory. Performance and payment bonds are required to be furnished in accordance with Chapter 2253 of the Texas Government Code. Proposer should familiarize itself with the entire provisions of Chapter 2253 of the Texas Government Code.

41. PATENT AND COPYRIGHT PROTECTION

The Proposer agrees at its sole expense to protect the County from claims involving infringement of patents, copyright, trademark, trade secret, or other intellectual property rights. **Proposer shall indemnify and save harmless the County of Galveston, its officers, employees, and agents, from liability of any nature and kind whatsoever, including without limitation cost and expenses, for or on account of any copyrighted, trademarked, trade secret, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, or other intellectual property rights, including its use by the County.** Proposer also agrees that if Proposer is awarded this contract, that no work performed hereunder shall be subject to patent, copyright, or other intellectual property by Proposer.

42. CONFLICT OF INTEREST DISCLOSURE REPORTING (FORM CIQ)

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a Conflict-of-Interest Questionnaire (CIQ Form). The CIQ Form pertains to business relationship, gift giving and family relationship reporting. If Proposer is required to file a CIQ Form, then **the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.**

Business relationship. If Proposer has an employment or other business relationship with a local government officer of Galveston County or with a family member of a local government officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds $2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

Gift-giving. If Proposer has given a local government officer of Galveston County or a family member of a local government officer of Galveston County one or more gifts with an aggregate value of more than

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

one-hundred dollars ($100.00) during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.
Family member. For purposes of the business relationship and gift giving reporting requirements, a "family member" means a person related to another person with the first degree of consanguinity or affinity, as described by Subchapter B, Chapter 573, Texas Government Code. Examples of persons within the first degree by consanguinity or affinity include a son, daughter, father, mother, spouse, son-in-law, daughter-in-law, father-in-law, mother-in-law, stepson, stepdaughter, stepmother, and stepfather.

Family relationship. If Proposer has a "family relationship" with a local government officer of Galveston County then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County, regardless of whether Proposer has a business relationship or has given gifts to the local government officer or a family member of the local government officer. For this purpose, "family relationship" means Proposer is related within the third degree by consanguinity or the second degree by affinity, as those terms are defined under Chapter 573 of the Texas Government Code, to a local government officer of Galveston County. Examples of such relationships include a son, daughter, mother, father, brother, sister, grandchild, great-grandchild, grandparent, great-grandparent, niece, nephew, uncle, aunt, spouse, mother-in-law, father-in-law, daughter-in-law, son-in-law, spouse's grandchild, spouse's grandparent, grandparent's spouse, grandchild's spouse, stepson, stepdaughter, stepmother, and stepfather.

Proposer must file its original CIQ Form with the Galveston County Clerk. The Galveston County Clerk has offices at the following locations:

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (**not the Purchasing Agent**).

For Proposer's convenience, a blank CIQ Form is enclosed with this Proposal package. Blank CIQ Form(s) may also be obtained by visiting the Purchasing Agent's website. This website is linked from the Galveston County homepage, at http://www.galvestoncountytx.gov.

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176 of the Local Government Code. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code, and the failure to file may be grounds to void the contract, if Proposer is awarded a contract.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

If Proposer has any questions about compliance with Chapter 176, Proposer may wish to consult its' legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

43. DISCLOSURE OF INTERESTED PARTIES / FORM 1295

Under Section 2252.908 of the Government Code, any business entity that enters into a contract with Galveston County that requires the approval of the Commissioners' Court must submit a "Disclosure of Interested Parties" to the County prior to the execution of the contract. This form, the "Disclosure of Interested Parties" form was promulgated by the Texas Ethics Commission and is the "Form 1295". **This procurement is subject to these requirements.**

The Texas Ethics Commission was charged with promulgating rules to implement Section 2252.908 of the Government Code. The rules adopted by the Texas Ethics Commission are located at Sections 46.1, 46.3, and 46.5 of Title 1 of the Texas Administrative Code. Thus, the law covering these requirements is located at Section 2252.908 of the Government Code, and in Title 1, Sections 46.1, 46.3, and 46.5 of the Texas Administrative Code.

The Texas Ethics Commission's website is: www.ethics.state.tx.us. The area of the Texas Ethics Commission website pertaining to Form 1295 is:

www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Form 1295 must be completed electronically through the Texas Ethics Commission website (handwritten forms are not allowable). Once the business entity has completed their electronic filing of Form 1295, then the business entity must print out the electronically completed form, and sign and notarize the Form 1295. Once Form 1295 is signed and notarized, the business entity must submit their completed, signed, and notarized Form 1295 to the Galveston County Purchasing Agent.

Successful Proposer is and shall be subject to these requirements, and no resultant contract may be executed by the Commissioners' Court until the completed, signed, and notarized Form 1295 is on file with the County Purchasing Agent.

No portion of the Form 1295 process commits the County to any type of award of contract whatsoever.

After the Purchasing Agent's Office receives the completed, signed, and notarized Form 1295, the Purchasing Department representative will, within 30 days, go to the Texas Ethics Commission website to submit electronic confirmation of the County's receipt of the completed, signed, and notarized Form 1295.

44. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS & REQUIREMENT TO REGISTER IN SAM

Proposer certifies that neither it, nor any of its Principals, are presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency. Contractor agrees that it shall refund Galveston County for any payments made to Contractor while ineligible. Contractor acknowledges that Contractor's uncured failure to perform under this Agreement, if such should occur, may result in Contractor being debarred from performing additional work for the County, the respecting State Agency administering the grant funding the contract, if

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

applicable, the State, FEMA, or HUD (as applicable), and other Federal and State entities. Further, Proposer has executed the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters and returned the fully completed and executed original certification with the submission of its Proposal.

The truthful and fully completed and executed original of the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters must be included with the submission of Proposer's Proposal and is a mandatory requirement of this request for Proposal. Proposer's failure to include the fully completed and executed original of this Certification shall be considered non-compliance with the requirements of this request for Proposal and grounds for the rejection of Proposer's Proposal.

Proposer shall immediately notify the County Purchasing Agent if it becomes debarred or suspended, placed on the Consolidated List of Debarred Contractors, or in any other way becomes ineligible for award of contract by any Federal agency. This Certification is a material fact relied upon by Galveston County; if it is later determined that the contractor did not comply with 2 C.F.R. Part 180 and 2 C.F.R. Part 3000, in additional to the remedies available to Galveston County and the State agency administering this grant, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment of contractor.

If the contract to be awarded pursuant to this procurement involves the use of Federal funds, then Proposer must also be registered in the Federal Contractor Registry through the System for Award Management (SAM) to be eligible for award of contract pursuant to this procurement.

Information regarding the SAM is available at:

http://www.federalcontractorregistry.com/?gclid=CIG1hf2rr8wCFYkCaQoducANZw or at https://www.sam.gov/portal/SAM/#1.

No contract involving the use of Federal funds may be awarded to any Proposer unless and until such registration is current and in good standing under SAM. If this contract involves the use of Federal funds, then Proposer must enclose proof of such SAM registration within its response, which is also a mandatory requirement of this procurement; failure to enclose such proof shall be considered non-compliance with the requirements of this procurement and grounds for the rejection of Proposer's response to this procurement (i.e., Proposal, Proposal, or qualifications statement, as applicable).

45. TRANSACTIONS WITH TERRORIST ORGANIZATIONS PROHIBITED

(Texas Government Code 2252.151; 2252.152) Prohibition on contracts with certain companies per Government Code 2252.151 Definitions:

(1)**"Company"** has the meaning assigned by Section 806.001.

(2)**"Foreign terrorist organization"** means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.
(3)**"Governmental contract"** means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project for a purchase of supplies, materials, or equipment.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

The term includes a contract to obtain a professional or consulting service subject to Government Code, Chapter 2254.

(4)**"Governmental entity"** has the meaning assigned by Government Code, Section 2252.001.

Pursuant to Chapter 2252, Texas Government Code, Contractor shall certify that, at the time of execution of this Contract, neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (1) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (2) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

46. VERIFICATION NOT TO BOYCOTT ISRAEL

Prohibition on contracts with companies boycotting Israel per Government Code 2271.001 Definitions:

(1) **"Boycott Israel"** has the meaning assigned by Section 808.001.

(2) **"Company"** has the meaning assigned by Section 808.001; except that the term does not include a sole proprietorship.

(2) **"Governmental entity"** has the meaning assigned by Government Code, Section 2251.001.

PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:

(1) is between a governmental entity and a company with 10 or more full-time employees; and

(2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and
(2) will not boycott Israel during the term of the contract.

As required by GOVERNMENT CODE, CHAPTER 2271, **CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel throughout the term of this Agreement.** For the purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

47. SOVEREIGN IMMUNITY

The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

48. CONTROLLING LAW AND VENUE

Proposer acknowledges and agrees that the contract is and shall be governed and construed by the laws of the State of Texas and that venue shall lie exclusively in a court of competent jurisdiction in Galveston County, Texas.

49. MERGERS, ACQUISITIONS

The Proposer shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a Proposal is submitted.

If subsequent to the award of any contract resulting from this request for Proposal the Proposer shall merge or be acquired by another firm, the following documents must be submitted to the County:

A. Corporate resolutions prepared by the awarded Proposer and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
B. New entity's Federal Identification Number (FEIN);
C. New entity's proposed operating plans;
D. New entity's proof of registration in SAM for contracts involving Federal funds;
E. New entity's certification regarding debarment;
F. New entity's certification regarding lobbying; and
G. W-9 Form for new entity

Moreover, Proposer is required to provide the County with notice of any anticipated merger or acquisition as soon as Proposer has actual knowledge of the anticipated merger or acquisition. The New Proposer's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners'' Court for its approval.

50. DELAYS

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Proposer agrees it will make no claims for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Proposer attributed to these delays, should any occur. In addition, Proposer agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

51. ACCURACY OF DATA

Information and data provided through this request for Proposal are believed to be reasonably accurate.

52. SUBCONTRACTING/ASSIGNMENT

Proposer shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of the County acting by and through its Commissioners'' Court. Such consent, if granted, shall not relieve the Proposer of any of its responsibilities under this contract.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

53. INDEPENDENT CONTRACTOR

Proposer expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which Proposer or Proposer's subcontractors perform in providing the requirements stated in the request for Proposal.

54. MONITORING PERFORMANCE

The County shall have the unfettered right to monitor and audit the Proposer's work in every respect. In this regard, the Proposer shall provide its full cooperation and ensure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Proposer shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Proposer's work and performance under this contract. In the event any such material is not held by the Proposer in its original form, a true copy shall be provided.

55. SUBJECT TO APPROPRIATION OF FUNDS

State law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved by the Commissioners' Court. Galveston County anticipates this to be an integral part of future budgets to be approved during the periods of this contract, except for unanticipated needs or events which may prevent such payments against this contract. However, Galveston County cannot guarantee the availability of funds, and enters into this contract only to the extent such funds are made available through appropriation (allocation) by the Commissioners' Court. This contract shall not be construed as creating any debt on behalf of the County of Galveston in violation of TEX. CONST. art. XI, § 7, and it is understood that all obligations of Galveston County are subject to the availability of funds.

56. CONTRACTS SUBJECT TO GRANT FUNDING

Notwithstanding the foregoing, if the contract to be awarded by this procurement is funded with Federal or State grant funds, the Proposer acknowledges that the obligations of the County under the contract are contingent upon the continued availability of grant funding to meet the County's obligations. If the grant(s) to the County is reduced, de-obligated, or otherwise discontinued or terminated, Contractor agrees that the County may immediately terminate the contract without penalty or any liability whatsoever on the part of the County, the State, or the Federal awarding agency.

57. PROCUREMENT ETHICS

Galveston County is committed to the highest ethical standards. Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive Proposal process, whether it's done for kickbacks, friendship or any other reason. Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed.

Galveston County also requires ethical conduct from those who do business with the County.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

CODE OF ETHICS – Statement of Purchasing Policy:
Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization. To achieve the purpose of this Article, it is essential that those doing business with Galveston County also observe the ethical standards prescribed herein.

General Ethical Standards:
It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that:

- The employee or any member of the employee's family, has a financial interest pertaining to the procurement;
- A business or organization in which the employee or any member of the employee's family, has a financial interest pertaining to the procurement; or
- Any other person, business, or organization with which the employee or any member of the employee's family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Gratuities:
It shall be a breach of ethics for any person to offer, give, or agree to give any employee or former employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or Proposal pending before this government.

Kickbacks:
It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or to any person associated therewith, as an inducement for the award of a contract, subcontract or order.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

Contract Clause:
The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

Confidential Information:
It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any other person.

Prohibition against Contingent Fees:
It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Galveston County contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Failure to abide by this section constitutes a breach of ethical standards.

Representation:
Proposer represents and warrants, by signing and submitting its Proposal, that it has not retained anyone in violation of this section prohibiting contingent fees.

Contract Clause:
The representation prescribed above shall be conspicuously set forth in every contract and solicitation thereof.

58. NON-COLLUSION AFFIDAVIT

Proposer certifies, by signing and submitting a Proposal , that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the Proposal price of the contractor of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price, or that of any other contractor, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the Proposal are true; and further, that the contractor has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

A blank Non-Collusion Affidavit is included with this Proposal packet. Proposer must enclose a truthful and fully executed original Non-Collusion Affidavit with the submission of its Proposal. This is a mandatory requirement of this request for Proposal. Failure to include the truthfully and fully executed Non-Collusion Affidavit in the submission of its Proposal shall be considered non-compliance with the requirements of this request for Proposal by the Proposer and grounds for the rejection of Proposer's submission.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

No negotiations, decisions, or actions shall be initiated by any company as a result of any verbal discussion with any County employee prior to the opening of responses to this request for Proposal.

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County of Galveston contracts for this service.

59. CERTIFICATION REGARDING LOBBYING – COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871

Proposer certifies that, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence a department or employee of an agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a department or employee of any agency, a member of Congress, a department or employee of congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, **the Proposer shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.**

c. Proposer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

The truthful and fully completed and executed original of the Certification Regarding Lobbying (included with Proposal packet) must be included with the submission of Proposer's Proposal and is a mandatory requirement of this request for Proposal. Proposer's failure to include the fully completed and executed or original of this Certification shall be considered non-compliant with the requirements of this request for Proposal and grounds for the rejection of the Proposer's Proposal.

60. NON-DISCRIMINATION

a. **Equal Employment Opportunity:** Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, genetic information or veteran status. Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, disability,

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

genetic information or veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices of employment.

Proposer will, in all solicitation or advertisements for employees placed by or on behalf of Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, disability, genetic information, or veteran status.
Proposer will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

Proposer will include the provisions herein in every subcontract or purchase order unless exempted.

b. Drug Free Work Place Act: Proposer shall comply with all applicable requirements of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102, et seq.) and implementing regulations thereunder.

c. Americans with Disabilities Act: Proposer shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations thereunder.

d. OSHA Regulations: Proposer agrees to maintain and to display any applicable materials for its employees in accordance with OSHA regulations.

e. Compliance with Immigration Laws and Use of E-Verify: Proposer agrees to comply with all requirements of the U.S. Immigration Reform and Control Act of 1986, as amended, and any implementing regulations thereto. Proposer further agrees to utilize the E-Verify system through the Department of Homeland Security on its employees. Proposer shall not employ unauthorized aliens and shall not assign services to be performed to any supplier or subcontractor who are unauthorized aliens. If any personnel performing any services hereunder are discovered to be an unauthorized alien, then Proposer will immediately remove such personnel from performing services hereunder and shall replace such personnel with personnel who are not unauthorized alien(s).

f. State and Federal Law Compliance: Proposer agrees to comply with all other State and Federal laws and regulations applicable to the provision of services under this contract.

g. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

61. RECORD RETENTION AND RIGHT TO AUDIT

Proposer shall keep and maintain all records associated with this contract for a minimum of five (5) years from the close of the contract or as required by Federal or State law or regulation, whichever period is longer. If awarded this contract, Proposer shall allow the County reasonable access to the records in Proposer's possession, custody, or control that the County deems necessary to assist it in auditing the services, costs, and payments provided hereunder. If this contract involves the use of Federal or State funds, then Proposer shall also allow reasonable access to representatives of the Office of Inspector

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

General, the General Accounting Office, the State Auditor's Office, and the other Federal and/or State agencies overseeing the funds that such entities deem necessary to facilitate review by such agencies and Proposer shall maintain fiscal records and supporting documentation for all expenditures in a manner that conforms with OMB Circular A-87 (relocated to 2 C.F.R. Part 225) and this contract.

62. TITLE VI ASSURANCES/TxDOT

The County is subject to Title VI of the Civil Rights Act of 1964 and the Federal and State laws and regulations of the United States Department of Transportation and Texas Department of Transportation (TxDOT). Pursuant to these requirements, the County must have its contractors provide required assurances on compliance with non-discrimination by itself and its subcontractors. The Title VI Assurances within this Subsection are not exhaustive – whenever any Federal, State, or Local requirement requires additional clauses, this list shall not be construed as limiting. Contractor agrees as follows:

(1) **Compliance with Regulations**: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, DOT)
Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.

(2) **Non-discrimination**: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.

(4) **Information and Reports**: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Non-compliance**: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

(a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or;
(b) cancellation, termination, or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions. The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

63. ASSURANCES FOR CONSTRUCTION PROGRAMS - TEXAS GENERAL LAND OFFICE (GLO)
The County is subject to Federal and State laws and regulations of the United States and The Texas General Land Office (GLO). Pursuant to these requirements, the County must have its contractors provide required assurances on compliance with non-discrimination by itself and its subcontractors. These Assurances within this Subsection are not exhaustive – whenever any Federal, State, or Local requirement requires additional clauses, this list shall not be construed as limiting. Contractor agrees as follows:

(1) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

(2) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

(3) Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(4) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

(5) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

(6) Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of
alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(7) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

(8) Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

(9) Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally assisted construction sub agreements.

(10) Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

(11) Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205).

(12) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(13) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

(14) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

(15) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

(16) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

64. GENERAL AFFIRMATIONS – TEXAS GENERAL LAND OFFICE (GLO)
To the extent they apply, affirms, and agrees to the following, without exception:

1. represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither nor the firm, corporation, partnership, or institution represented by , or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as .

2. If the Contract is for services, shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

3. Under Section 231.006 of the Family Code, the vendor or applicant [] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

4. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. certifies it has submitted this information to the GLO.

5. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.

6. Pursuant to Section 2155.003 of the Texas Government Code, represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.

7. Payments due under the Contract shall be directly applied towards eliminating any debt or delinquency owes to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

8. Upon request of the GLO, shall provide copies of its most recent business continuity and disaster recovery plans.

9. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, certifies that it does not employ an individual who has been employed by The GLO or another agency at any time during the two years preceding the 's submission of its offer to provide consulting services to the GLO or, in the alternative, , in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

10. If the Contract is not for architecture, engineering, or construction services, except as otherwise provided by statute, rule, or regulation, must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.

11. If the Contract is for architecture, engineering, or construction services, subject to Texas Government Code, Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.

    a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the 's claim for breach of contract cannot be resolved by the parties in the ordinary course of business, may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against the as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount the seeks as damages; and (3) the legal theory of recovery.

    b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with the in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.

    c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the agreement or settlement to writing and each party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a party's rights under this Contract as to the parts of the claim that are not resolved.

    d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the parties agree in writing to an extension of time, the parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is the 's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the parties are unable to resolve their disputes as described in this section.

    e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.

f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.

12. If Texas Government Code Chapter 2270 prohibiting state contracts with companies boycotting Israel applies to and this Contract, then verifies it does not boycott Israel and will not boycott Israel during the term of this Contract.

13. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. understands that all obligations of the GLO under this Contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

14. certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

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

16. represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.

17. Pursuant to Section 2155.004(a) of the Texas Government Code, certifies that neither nor any person or entity represented by has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that the Contract may be terminated, and payment withheld if this certification is inaccurate. This Section does not prohibit from providing free technical assistance.

18. represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

19. If the Contract is for professional or consulting services governed by Texas Government Code Chapter 2254, represents and warrants that none of its employees including, but not limited to, those authorized

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

to provide services under the Contract, were former employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the Contract.

20. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the GLO.

21. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, , TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

22. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, , TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO 'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO , OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

23. TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR 'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF 'S PERFORMANCE UNDER THE CONTRACT. AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.

24. has disclosed in writing to the GLO all existing or potential conflicts of interest relative to the performance of the Contract.

25. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated, and payment withheld if this certification is inaccurate.

26. understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, shall make any information created or exchanged with the State/GLO pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State or the GLO.

27. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of and legally empowered to contractually bind to the terms and conditions of the Contract and related documents.

28. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

(2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

29. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

30. certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.

31. expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, represents and warrants to the GLO that any technology provided to the GLO for purchase pursuant to this Contract is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

32. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

33. Pursuant to Section 572.069 of the Texas Government Code, certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving within two (2) years after the date that the contract is signed, or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

34. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

actions will be taken. shall report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO's Fraud Reporting hotline at (877) 888-0002.

35. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and agrees that the Contract can be terminated if knowingly or intentionally fails to comply with a requirement of that subchapter.

36. If, in its performance of the Contract, has access to a state computer system or database, must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. must verify in writing to the GLO its completion of the cybersecurity training program.

37. Under Section 2155.0061, Texas Government Code, certifies that the entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

65. SECTION 231.006, FAMILY CODE/DELINQUENT CHILD SUPPORT

Pursuant to Title 5, Section 231.006 of the Texas Family Code, as applicable, Proposer certifies that it, including all of its principals, is/are current in child support payments and that it is eligible to receive payments from State funds under a contract for property, materials, or services. Proposer acknowledges and agrees that if it is awarded this contract, then the ensuing agreement may be terminated, and payment withheld if this certification is inaccurate. Finally, by the submission of its Proposal, the Proposer certifies that it has included the names and social security numbers of each person with at least 25% ownership interest in Proposer within its response to the request for Proposal and that all such persons are current in child support payments.

66. ANTITRUST

Pursuant to 15 U.S.C. § 1, et seq., and Texas Business and Commerce Code, Chapter 15, Contractor, by the submission of its Proposal, certifies that neither Contractor nor any natural person, proprietorship, firm, corporation, partnership, association, or institution represented by Contractor or anyone acting for such natural person, proprietorship, firm, corporation, partnership, association, or institution has violated any Federal or State antitrust laws or communicated the nature of the offer, directly or indirectly, to any competitor or other person engaged in a similar line of business.

67. LABOR STANDARDS

On contracts funded under a federal grant: Proposer acknowledges that the contract to be awarded pursuant to this solicitation is on a grant program funded with Federal funds. Proposer shall comply with the requirements of 29 CFR Part 5 and Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity", Copeland, "Anti-Kickback" Act (40 U.S.C. 3145, 29 C.F.R. Part 3), the Davis-Bacon and Related Acts (40 U.S.C. 3141-3148, 29 C.F.R. Parts 1,3, and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement. Proposer is also responsible for ensuring that all subcontractors comply with the requirements of 29 CFR Part 5 and Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity", Copeland "Anti-Kickback" Act, the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement.

Contractor is encouraged to use local labor, but not at the expense of poor workmanship and higher cost. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor agrees to post in a conspicuous place a notice setting forth provisions of this non-discrimination clause.

68. PROCUREMENT STANDARDS - 2 C.F.R. §§ 200.317 – 200.326 & 2 C.F.R. PART 200, APPENDIX II

The Office of Management and Budget (OMB) revised the Uniform Guidance for grants (2 C.F.R. part 200) on August 13, 2020. This was the first major updating of the Uniform Guidance since 2014.

Effective Date:

- The full suite of changes became effective November 12, 2020. They will apply to all new Grants to States awards issued after that date, including the FY2021 awards.

Procurement:

New provisions for procurements by States (2 C.F.R. § 200.317):

When procuring property and services under an award, a State will continue to follow the same policies and procedures it uses for procurement from its non-Federal funds. A State must now also comply with §§ 200.321

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

(contracting with small and minority businesses, women's business enterprises, and labor surplus area firms) and 200.322 (domestic preferences for procurements); and continue to comply with § 200.323 (procurement of recovered materials).

New provisions for all other non-Federal entities, including subrecipients of a State:

The OMB explains in the Aug. 13, 2020, Federal Register notice for the Uniform Guidance revisions, the following changes were made to 2 C.F.R § 200.320 (methods of procurement):

- The procurement types are now grouped into three categories:

  (1) Informal (micro-purchase, small purchase);

  (2) Formal (sealed Proposals, proposals); and

  (3) Non-Competitive (sole source).

The micro-purchase threshold is raised from $3,500 to $10,000. Micro-purchase thresholds higher than $10,000 are based on certain conditions that include a requirement to maintain records for threshold up to $50,000 and a formal approval process by the Fed. Govt. for threshold above $50,000.

More specifically, for Grants to States:

(1) the subrecipient may self-certify an increase of the micro-purchase threshold up to $50,000 (based on certain requirements).

(2) micro-purchase thresholds higher than $50,000 must be approved by the cognizant agency for indirect costs. (for details, see 2 C.F.R § 200.320 (a) (1) (iii) and (iv)).

The simplified acquisition threshold is raised from $150,000 to $250,000.

Two contract clauses were added to Appendix II of 2 C.F.R. Part 200. In addition to the previous contract clauses contained in the 2014 version of Appendix II of 2 C.F.R. Part 200, FEMA award recipient and subrecipient contracts and purchase orders must now include contract provisions for *Domestic Preferences for Procurements* (2 C.F.R. 200.322) and the *Prohibition on Contracting for Covered Telecommunications or Services* (2 C.F.R. 200.316)

2 C.F.R. § 200.317. Procurements by states.

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§ 200.318 General procurement standards through 200.326 Contract provisions.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 20313

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

2 C.F.R. § 200.318. General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)

(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also § 200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)

(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015; 80 FR 45395, July 30, 2015

2 C.F.R. § 200.319. Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for Proposals or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of Proposals or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating Proposals or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential Proposers from qualifying during the solicitation period.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014

2 C.F.R. § 200.320. Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed Proposals (formal advertising). Proposals are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible Proposer whose bid, conforming with all the material terms and conditions of the Request for Proposals, is the lowest in price. The sealed bid method is the preferred method for procuring construction if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible Proposers are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful Proposer can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the Proposer to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible Proposer. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015

2 C.F.R. § 200.321. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.322. Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014

2 C.F.R. § 200.323. Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.324. Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low Proposer under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.325. Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each Proposer equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the Proposer will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

69 FR 26280, May 11, 2004; 78FR 78608, Dec. 26, 2013, unless otherwise noted

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

2 C.F.R. § 200.326. Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise note

2 C.F.R. Part, 200, Appendix II

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014

DOMESTIC PREFERENCES FOR PROCUREMENTS *(All State and non-State entity purchase orders must adhere to the following)*

§ 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS OR SERVICES
(Effective August 13, 2020 for new, extended, or renewed procurements under all open FEMA awards)

§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(c) See also § 200.471.

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

69. PROCUREMENT LAWS

a. Proposer shall comply with all applicable local, State, and Federal laws, rules, and regulations.

b. If this contract is made pursuant to a federal award, then Contractor acknowledges that the contract is subject, without limitation, to applicable provisions within 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Contractor shall comply with applicable provisions within 2 C.F.R., Sections 200.319 through 200.326, including but not limited to the following:

1.) **Equal Employment Opportunity**, 41 C.F.R. Part 60-1.4(b) (applicable to federally assisted construction contracts).

(a) During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national original, disability, or veteran status. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national original, disability or veteran status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national original, disability, or veteran status.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to contractor's books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2.) **Small and minority business, women's business enterprises, and labor surplus area firms (2 C.F.R. § 200.321).** The County is required to take affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. This includes requiring the prime contractor, if subcontracts are to be let in the performance of this contract, to itself take affirmative steps in letting the subcontract. Accordingly, if subcontracts are to be let in the performance of this contract, the contractor must take affirmative steps in the letting of the subcontract(s), which must include:

(a) placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(b) assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(c) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; and
(d) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

In accordance with FEMA procurement guidance:

A small business is a business that is independently owned and operated, not dominant in the field of operation in which it is bidding on Galveston County contracts and qualified as a small business under the Small Business Administration criteria and size standards at 13 C.F.R. Part 121.

A women's business enterprise is a business enterprise that is: (a) at least 51 percent owned by one or more women or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women; and (b) whose management and daily operations are controlled by one or more women.

A minority business is a business that is (a) at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority group members; and (b) whose management and daily operations are controlled by one or more minority group members.

3.) **Davis-Bacon Act as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of $2,000 must include a provision for compliance with the Davis-Bacon Act as supplemented by the Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractor must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity (the County) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be condition upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contract must also include a provision for compliance with the Copeland Anti-Kickback Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

4.) **Compliance with the Copeland "Anti-Kickback" Act.** Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which the person is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. "Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title [Title 18, U.S.C.] or imprisoned not more than five years, or both." 18 U.S.C. § 874.

(a) Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(b) The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal awarding agency may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(c) Breach. A breach of the contract clause above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

5.) **Contract Work Hours and Safety Standards Act.**

(a) Where applicable, all contracts awarded by the County in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by the Department of Labor regulations at 29 C.F.R. Part 5. Under 40 U.S.C. § 3702 of the Contract Work Hours and Safety Standards Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.S. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or material or articles ordinarily available on the open market, or contractors for transportation or transmission of intelligence.

(b) Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this subsection the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this subsection, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this subsection.

(3) Withholding for unpaid wages and liquidated damages. The awarding Federal agency, State agency, or the County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this subsection.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this subsection and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this subsection.

6.) **Rights to Inventions Made Under a Contractor Agreement.**

(a) If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(b) Stafford Act Disaster Grants. This requirement does not apply to Public Assistance, Hazard Mitigation Grant Program, Crisis Counseling Assistance and Training Grant program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

(c) The regulations and 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7.) **Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act 933 U.S.C. §§ 1251-1387), as amended.**

(a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq., and agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Contract Act, as amended, 33 U.S. C. § 1251, et seq.

(b) The contractor agrees to report each violation of the Clean Air Act and/or the Federal Water Pollution Control Act to the Federal awarding agency, the State agency administering the grant, and the Regional Office of the Environmental Protection Agency (EPA) and understands and agrees that the Federal awarding agency, the State agency, and the EPA will, in turn, report each violation as required to assure notification to Galveston County, the Federal Emergency Management Agency, and the appropriate EPA Regional Office.

8.) **Debarment and Suspension (Executive Orders 12549 and12689).** A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 and 12689. The Contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Contractor must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C, and 2 C.F.R. Part 3000, Subpart C, while this offer is

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

valid and through the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9.) **Domestic Preferences for Procurements (2 C.F.R. § 200.323)**
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(c) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10.) **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. (2 C.F.R. § 200.216)**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(2) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R.

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

200.216, 200.327, 200.471, and Appendix II to C.F.R. Part 200, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

11.) **Procurement of Recovered Materials (2 C.F.R. § 200.323)**

(a.) A non-Federal entity that is a State agency or agency of a political subdivision of the State and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Public Law No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962).

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b.) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;
(2) Meeting contract performance requirements; or

(3) At a reasonable price.

(e) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, http://www.epa.gov/cpg/. The list of EPA-designated items is available at https://www.epa.gov/cpg/products.htm.

In the event of any discrepancy between the provisions in this Section 63 of General Provisions and provisions on the same subject elsewhere within this procurement, the most stringent shall control.

70. SECTION 3 CLAUSE (§ 135.38) – HOUSING AND URBAN DEVELOPMENT (HUD)

SECTION 3 ACT OF 1968 (12 U.S.C. 1701u and 24 CFR Part 135)

DISCLAIMER: THIS CONTRACT [IS NOT] HUD-FUNDED AND THEREFORE SECTION 3 [DOES NOT] APPLY TO THIS CONTRACT.

For any HUD-funded contract with a value in excess of $100,000, Contractor and subcontractors must comply with the Section 3 Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for new employment, contracting, or training opportunities.

For any Section 3 Covered Contracts, Contractor and subcontractors must comply with all provisions of the Section 3 Act of 1968, contained under 24 CFR 135. Contractor and subcontractors must include the Section 3 Clause in its entirety, in every subcontract subject to compliance with regulations in 24 CFR 135.
Contractor and subcontractors must assure that to the greatest extent feasible, contracts for work to be performed in connection with the project are awarded to Section 3 Business Concerns. Contractor and subcontractors must post all new hire opportunities with the local Workforce Solutions Center and/or Work-in-Texas, in accordance with 24 CFR 135. The minimum numeric goals for Section 3 utilization are:

- 30 percent of total number of new hires are Section 3 Residents (i.e. 1 out of 3 new hires); 10 percent of all awarded construction contracts are awarded to Section 3 Business Concerns;
- 3 percent of all awarded non-construction contracts are awarded to Section 3 Business Concerns.

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and sub contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section

71. REQUIRED CONTRACT PROVISIONS

The Part 200 Uniform Requirements require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 — "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards." Violations of law will be referred to the proper authority in the applicable jurisdiction. All Prime Contractors awarded contracts by Galveston County which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with Galveston County are required to include the provisions below in any contracts executed with subcontractors performing the scope of work and shall pass these requirements on to its subcontractors and third-party contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or Galveston County, all contracts made by Galveston County under the Federal award shall contain provisions covering the following, as applicable.

ACCESS TO RECORDS & RECORD RETENTION (2 CFR 200.336)

Contractor must provide Galveston County, the State of Texas, the Texas General Land Office (GLO), the U.S. Department of Housing and Urban Development (HUD), the FEMA Administrator, the Inspectors General, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of the Contractor and its subcontractors which are directly pertinent to this contract/project for the purposes of making/responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. Contractor must keep records within Galveston County or note in bid that records will be available within the boundaries of Galveston County to those representatives within twenty-four (24) hours of request by the County. Contractor must maintain all records pertaining to the project for seven (7) years after receiving final payment and after all other pending matters have been closed.

ACCESSIBILITY (24 CFR 570.614) & SECTION 504 (29 U.S.C. Section 794 and 24 CFR Parts 8-9)

Contractor shall comply with all federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities. Applicable laws and regulations with which Contractor shall comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9); Title II of the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157); the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6); the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225); Texas Administrative Code, Title 10, Chapter 60, Subchapter (B) the Texas Architectural Barriers Act (TABA); the Architectural Barriers (AB) Rules; and the Texas Accessibility Standards (TAS).

BYRD ANTI-LOBBYING AGREEMENT (2 CFR 200 APPENDIX II (J) AND 24 CFR 570.303)

Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the contract term funding to contract exceeds $100,000.00, the Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

CIVIL RIGHTS ACT OF 1964 (Title VI 42 U.S.C. § 2000d)
Title VI of the Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), prohibits Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, or disability. The provisions require that no person in the United States shall on the ground of race, color, religion, national origin, sex, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to these Acts.

For purposes of this Part "program or activity" is defined as any function conducted by an identifiable administrative unit of the recipient, or private Contractor receiving community development funds or loans from the recipient. "Funded in whole or in part with community development funds" means that community development finds in any amount in the form of grants or proceeds from HUD guaranteed loans have been transferred by the recipient or a subrecipient to an identifiable administrative unit and disbursed in a program or activity. A Contractor may not, under any program or activity to which the regulations of this Part may apply directly or through contractual or other arrangements, on the grounds of race, color, national origin, or sex:

a. Deny any facilities, services, financial aid or other benefits provided under the program or activity;

b. Provide any facilities, services, financial aid or other benefits, which are different, or are provided in a different form from that provided to others under the program or activity;

c. Subject to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit under the program or activity;

d. Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity;

e. Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity; and

f. Deny an opportunity to participate in a program or activity as an employee.

CLEAN AIR ACT (2 CFR Appendix II to Part 200 (G))
Pursuant to 2 CFR Appendix II to Part 200 (G), if at any time during the contract term funding to contract exceeds $150,000, the Contractor must comply with all provisions of the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contractors securing a contract in excess of $150,000.00 shall not expend such funds by making use of subcontracting with facilities included on the Environmental Protection Agency List of Violating Facilities as per Section 306 of the Clean Air Act, Section 508 of The Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR.
For any subcontractors under this contract receiving contracts in excess of $150,000 Contractor is required to include a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 85) and Section 308 Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR Appendix II to Part 200 (E))
Pursuant to 2 CFR 200 Appendix II (E), if at any time during the contract term funding to contract exceeds $100,000, the Contractor must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence

(1) Overtime Requirements – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

COPELAND "ANTI-KICKBACK" ACT (40 U.S.C. 3145)

Pursuant to 2 CFR Appendix II to Part 200 (D), Contractor must comply with the provisions of the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each vendor, contractor, subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Galveston County shall report all suspected or reported violations to the Federal awarding agency.

COST PLUS CONTRACTING PROHIBITED (2 CFR 200.323(D))

Cost-plus-a-percentage-of-cost (CPPC) contracts are prohibited by 2 CFR 200.323(d). The cost plus a percentage of cost and percentage of construction cost methods of contracting must never be used, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.

A cost-plus-a-percentage-of-cost (CPPC) contract is a contract containing some element that obligates Galveston County or Contractor to pay a contractor or subcontractor an amount (in the form of either profit or cost), undetermined at the time the contract was made, to be incurred in the future, and based on a percentage of future costs. The inclusion of an overall contract ceiling price does not make these forms of contracts acceptable. This type of contract is prohibited because there is no incentive for the contractor or subcontractor to keep its incurred costs low. Instead, there is a reverse incentive for the contractor or subcontractor to continue to incur additional costs in order to continue to drive the percentage of cost up. In other words, increased spending by the contractor will yield higher profits. This prohibition applies to all work, regardless of the circumstances, and applies to subcontracts of the contractor cases where the prime contract is a cost-reimbursement type contract or subject to price redetermination.

DAVIS BACON AND RELATED ACTS (2 CFR 200 APPENDIX II (D))

Pursuant to 2 CFR 200 Appendix II (D), for any contract in excess of $2,000, Contractor must comply with the Davis Bacon and Related Acts, and the requirements shall be applicable to any labor or mechanic work completed in connection with this contract which fall under the Davis Bacon Act. Any Contractor awarded under this contract is required to comply with the Davis Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). In accordance with the statute, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

If Davis Bacon is applicable, Galveston County will provide a copy of the current Davis Bacon Wage Decision with the solicitation. The decision to award a contract or subcontract shall be conditioned upon the acceptance of the wage determination. Contractor shall submit certified payroll of contractor and all subcontractors on a weekly basis in the format required by the County. At County's request, Contractor shall make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii)) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following. The Statement of Compliance can be found on page 2 of the WH-347 form, and/or additional certifications of compliance may be required by Galveston County. Any Statement of Compliance is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing the statement should have knowledge of the facts represented as true. Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Galveston County shall report all suspected or reported violations to the Federal awarding agency, as applicable.

DEBARMENT / SUSPENSION AND VOLUNTARY EXCLUSION (2 CFR Appendix II to Part 200 (I))
Pursuant to 2 CFR Appendix II to Part 200 (I), a Contract meeting the definition in 2 C.F.R. § 180.220 must not be made to parties listed on the System for Award Management (SAM) Exclusion lists, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Executive Orders 12549 and 12689, a contract award shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. A contract award must not be made to parties listed in the SAM Exclusions. SAM exclusions can be accessed at www.sam.gov.

Additionally, no contracts shall be awarded to any Contractor that has been debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted.

This contract is a covered transaction for purposes of compliance with Title 2 C.F.R. parts 180 and 3000, and as such the Contractor is required to verify that none of the contractor, its principals (as defined at 2 C.F.R. § 180.995), or its affiliates (as defined at 2 C.F.R. § 180.905) are excluded (as defined at 2 C.F.R. § 180.940) or disqualified (as defined at 2 C.F.R. § 180.935). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities (See 2 C.F.R Part 200, Appendix II). The Contractor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C and shall include this requirement and similar certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

The Contractor confirms that it is eligible or otherwise not disqualified or prohibited from participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension. Additionally, the Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the following: Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

(ICE) Most Wanted. Galveston County reserves the right to verify any contractor's status and document instances of debarment, suspension, or other ineligibility.

Contractor shall verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. The Contractor further must notify Galveston County in writing immediately if Contractor or its subcontractors are not in compliance with Executive Order 12549 during the term of this contract. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

If it is found that the Contractor did not comply or is not in compliance with Executive Order 12549 (2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C), the Contractor may be subject to available remedies, including but not limited to, refunding Galveston County for any payments made to the Contractor while ineligible, and also acknowledges that the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

EQUAL EMPLOYMENT OPPORTUNITY (41 CFR 60-1.4(b) and 2 CFR 200 APPENDIX II (C))
Contractor must comply with, and incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the Equal Employment Opportunity provisions as follows:
During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate legal proceedings. Contractor must include the equal opportunity clause in each of its nonexempt subcontracts, and to require all non-exempt subcontractors to include the equal opportunity clause in each of its nonexempt subcontracts.

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES (48 CFR 52.22236)
During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for Workers with Disabilities provisions.

Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

a. Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

b. Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

EQUAL EMPLOYMENT OPPORTUNITY FOR VEVRAA PROTECTED VETERANS (41 CFR 60.300)
Galveston County is an equal opportunity employer of protected veterans. During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions. Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

a. The definitions set forth in 41 CFR 60-300.2 apply to the terms used throughout this Clause, and they are incorporated herein by reference.

b. The contractor shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active-duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as "protected veteran(s)") in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:

i Recruitment, advertising, and job application procedures.

ii Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.

iii Rates of pay or any other form of compensation and changes in compensation.

iv Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.

v Leaves of absence, sick leave, or any other leave.

viFringe benefits available by virtue of employment, whether or not administered by the contractor.

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

vii Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.

viii Activities sponsored by the contractor including social or recreational programs.

ix Any other term, condition, or privilege of employment.

c. The contractor shall immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, contractors must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately run job service or exchange will satisfy the contractor's listing obligation if the privately run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.

d. Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

e. Whenever a contractor, other than a state or local governmental contractor, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) It is a Federal contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The contractor shall also provide to the employment service delivery system the name and location of each hiring location within the state and the contact information for the contractor official responsible for hiring at each location. The "contractor official" may be a chief hiring official, a Human Resources contact, a senior management contact, or any other manager for the contractor that can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the contractor uses any external job search organizations to assist in its hiring, the contractor shall also provide to the employment service delivery system the contact information for the job search organization(s). The disclosures required by this paragraph shall be made simultaneously with the contractor's first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the disclosures change since it was last reported to the employment service delivery system location, the contractor shall provide updated information simultaneously with its next job listing. As long as the

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

contractor is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent contracts. The contractor may advise the employment service delivery system when it is no longer bound by this contract clause.

f. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.

g. As used in this clause:

   i. All employment openings include all positions except executive and senior management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.

   ii. Executive and senior management means: (1) Any employee (a) compensated on a salary basis at a rate of not less than $455 per week (or $380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities; (b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.

   iii. Positions that will be filled from within the contractor's organization means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.

h. The contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

i. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

j. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans. The contractor must ensure that

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers that can access the electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

k. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of VEVRAA and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans.

l. The contractor will include the provisions of this clause in every subcontract or purchase order of $100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.

m. The contractor must, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.

n. The Contractor shall forfeit as a penalty to the County who administers the subject Project receiving Federal assistance, Sixty Dollars ($60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor under him/her.

o. All contractors shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers.

FAIR LABOR STANDARDS ACT
Contractor must comply the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this contract. The Contractor warrants that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

FLOOD DISASTER PROTECTION ACT OF 1973 (24 CFR 570.605)
Contractor must comply with the provisions in 24 CFR 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and the regulations in 44 CFR Parts 59-79.

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

GREEN BUILDING STANDARDS

At a minimum, Contractors and subcontractors must comply with local codes and any applicable national building codes for any work involving rehabilitation or construction, including design. When a contract is funded, in whole or in part, by HUD funding, Contractors must comply with applicable Green Building standards to the maximum extent feasible. Green Building standards may apply to single-family properties, multifamily properties, or both and may include, but are not limited to best practices defined under LEED, Enterprise Green Communities, or NAHB National Green Building Standards and may include specific measures for water conservation, energy efficiency, and indoor air quality. Contractor and subcontractors must comply with the following standards, as applicable:

- 2009 ICC International Energy Conservation Code (IECC)
- ASHRAE 90.1-2007, which sets minimum energy standards for buildings except low-rise residential buildings
- ASHRAE 62.1-2010 and 62.2-2010, which set minimum standards for ventilation for indoor air quality for common areas in mid- and high-rise buildings, and low-rise residential buildings, respectively.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.
- Moderate residential housing rehabilitation, when funded by CDBG-DR grants, must comply with the Community Planning & Development (CPD) Retrofit Checklist and provide Energy Star appliances, Water Sense or FEMP products if replaced.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.

HOLD HARMLESS AGREEMENT

Contractor shall indemnify, defend, and hold harmless Galveston County from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this Request for Proposals, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this Request for Proposals. Certification of such coverage must be provided to the County upon request.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

LEAD-BASED PAINT (24 CFR 570.608)

Contractor and subcontractors must comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Contract, which relate to residential structures.

NON-COLLUSION (The Sherman Act)

Contractor must comply with the requirements of The Sherman Act, which prohibit collusion. Collusion occurs when two persons or representatives of an entity or organization make an agreement to deceive or mislead another. Such agreements are usually secretive and involve fraud or gaining an unfair advantage over a third party, competitors, consumers or others with whom they are negotiating. The collusion, therefore, makes the bargaining process inherently unfair. Collusion can involve promises of future benefits, price or wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties.

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

The Sherman Act prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony. Contractor shall not in any way, directly or indirectly:

a. Collude, conspire, or agree with any other person, firm, corporation, Proposer or potential Proposer to the amount of this Bid or the terms or conditions of this Bid.

b. Pay or agree to pay any other person, firm, corporation Proposer or potential Proposer any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Bid or the Bid of any other Proposer.

c. Assemble in coordination with any other organization in an attempt to fix the price of the work.

Contractors are expected to report any suspected fraud, collusion, or impropriety from the inception of solicitation through the end of the contract term.

NON-SEGREGATED FACILITIES

"Prohibition of Segregated Facilities"

a. Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

   Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

b. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

c. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES (2 CFR 200.321)

Contractor must comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors must take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBEs) to assure that MWBEs are used when possible. These affirmative steps shall include:

A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service-Disabled Veteran, who resides in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE). Contractors who wish to check the status of a firm may visit https://comptroller.texas.gov/purchasing/vendor/hub/.

Contractors and subcontractors are required to facilitate Minority & Women-Owned Business Enterprise participation. Contractors are encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching https://comptroller.texas.gov/purchasing/vendor/hub/.

Contractor and subcontractors must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract.

POTENTIAL CONFLICTS OF INTEREST

Pursuant to 2 CFR 200.112, Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Contractor becomes aware of facts that require the statement to be filed.

This law requires persons desiring to do business with the County to disclose any gifts valued in excess of $250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Galveston County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

An outside consultant or contractor is prohibited from submitting a bid for services on a Galveston County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venture or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Galveston County.

PREVAILING WAGES (2 CFR 200 APPENDIX II (D) and TGC 2258)

Pursuant to 2 CFR 200 Appendix II (D), Contractor must comply with Texas Government Code (TGC) 2258, Prevailing Wage Rates. Accordingly, Contractor must submit a certified payroll records as required, and compensate any worker employed on a public works project not less than as applicable. As noted under "Davis Bacon and Related Acts", when required by Federal program legislation, construction contracts in excess of $2,000 awarded by Galveston County shall require compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor must

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

pay wages to laborers and mechanics at a rate not less than the local prevailing wages, or Davis Bacon wages, as applicable. If both Texas prevailing wages and Davis Bacon provide rates for a particular class, Contractors must pay the greater wage rate. In addition, Contractor must pay wages not less than once a week.

In compliance with Section 2258 of the Texas Government Code, Contractor and any subcontractor hired by Contractor for the construction of any project, shall pay not less than the rates set forth in the Schedule of Prevailing Wages attached and incorporated by reference. In submitting a Bid, Contractor warrants that it and its subcontractors shall comply with all requirements and worker ratios per the applicable Schedule of Prevailing Wages and Texas state law.

Contractor must submit certified payroll of contractor and all subcontractors on a weekly basis. At County's request, Contractor must make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents. Regardless of whether Davis Bacon or Texas Prevailing Wages apply, the County reserves the right for its agents to visit the project site and to interview contractor, its subcontractors and employees of each on any date or time, as often as desired during the construction period, without prior notification.

Galveston County will ascertain if proper wage rates are being paid to the employees as required. In the event of a discrepancy between the work performed and the wages paid, the County shall document same and notify Contractor. If, for any length of time and as determined by Galveston County, discrepancies appear between the certified payrolls and the actual wage paid, the County shall require check stubs to be attached to each weekly certified payroll. Pursuant to Texas Government Code Section 2258.051, the County reserves the right to withhold any monies due Contractor until such discrepancy is resolved and the necessary adjustment made. The Contractor shall forfeit as a penalty, in accordance with Texas Government Code Section 2258.023(b), to the County or entity who administers the subject Project receiving Federal assistance, Sixty Dollars ($60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor/subcontractor under him/her.

All contractor/subcontractor shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers. Contractor shall impose these same obligations upon its Subcontractors. Contractor understands that with weekly or monthly certified payrolls, contractor is responsible for any and all penalties that shall accrue during the month, regardless of the fact that any error could not be discovered by the Contract Compliance Officer until the following certified payroll.

PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)

Pursuant to 2 CFR 200.322, Contractor must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). As such, any contractors awarded under this contract opportunity is subject to the requirements of Section 6002, which include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of the Contractor and its subcontractors pertaining to any matter resulting from the contract.

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS CERTIFICATION

b. Definitions. The definitions pertaining to this provision are those that are set forth on the clause entitled "Restrictions on Public Works Projects." (Set out under "Contract Clauses" below.)

c. Certification. Except as provided in paragraph (C) of this provision, by submission of its bid or proposal, Proposer certifies that it:

i. Is not a Contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) (see paragraph (H) of this provision);
ii. Has not or will not enter into any subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR, and
iii. Will not provide any product of a country included on the list of foreign countries that discriminate against the U.S. firms published by the USTR.

d. Inability to certify. A Proposer unable to certify in accordance with paragraph (b) of this provision shall submit with its offer a written explanation fully describing the reasons for its inability to make the certification.

e. Applicability of 18 U.S.C. 1001. This certification is paragraph (B) of this provision concerns a matter within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 U.S.C. 1001.

f. Notice. Proposer shall provide written notice to the Contracting Officer if, at any time before the contract award, Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

g. Restrictions on contract award. Unless a waiver to these restrictions is granted by the Secretary of Housing and Urban Development, no contract will be awarded to a Proposer (1) who is owned or controlled by a citizen or national of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, (2) whose subcontractors are owned or controlled by citizens or national of a foreign country on the USTR list or, (3) who incorporates any product of a foreign country on the USTR list in the public works project.

h. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add countries to the list, and remove countries from it, in accordance with section 109 (C) of PUB. L. 100-202.

RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS

a. Definitions. "Component", as used in this clause, means those articles, materials, and supplies incorporated directly into the product. "Contractor or subcontractor of a foreign country," as used in this clause, means any Contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

i. If 50 percent or more of the Contractor or subcontractor is owned by a citizen or a national of the foreign country;

ii. If the title to 50 percent of more of the stock of the Contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country.

iii. If 50 percent or more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country; iv. In the case of a partnership, if any general partner is a citizen of the foreign country;

v. In the case of a corporation. If its presidents or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or

vi. In case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (A) 1 through 5 of this clause. "Product", as used in this clause, means construction materials, i.e. articles, materials and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, Galveston County will consider a product as produce in a foreign country id it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

b. Restrictions. The Contractor shall not (1) knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (see paragraph (C) of this clause, or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.

c. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add other countries to the list, or remove countries from it, in accordance with section 109 (C) of PUB. L. 100-102.

d. Certification. The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.

e. Subcontractors. The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (E) shall also be incorporated in all subcontracts.

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

RIGHTS TO INVENTIONS (2 CFR Appendix II to Part 200 (F))
Any discovery or invention that arises during the course of the contract shall be reported to Galveston County. This clause requires the Contractor to disclose promptly inventions to the County (within 2 months) after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

If the Federal award meets the definition of "funding agreement" under 37 C.F.R. §.401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of Title 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 (24 CFR 570.602)
Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

TERMINATION FOR CAUSE & CONVENIENCE (2 CFR Appendix II to Part 200 (A) and (B))
Pursuant to 2 CFR Appendix II to Part 200 (A), Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
Pursuant to 2 CFR Appendix II to Part 200 (B), all contracts in excess of $10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. Galveston County shall have the right to terminate this contract for cause and convenience.

In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Contract, Galveston County may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by County related to this default. Such termination is in addition to and not in lieu of any other remedies that Galveston County may have in law or equity. Administrative remedies for nonperformance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. Galveston County may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors.

Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney's Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. Galveston County and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the County or the State of Texas of the right to seek redress in a court of law.

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

Termination provisions are included in the Contract Requirements & Payment, Section VIII, portion of this IFB.

WHISTLEBLOWER PROTECTION ACT

Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

72. NON-EXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS – TEXAS GENERAL LAND OFFICE (GLO)

If applicable to the Project, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations. Provider and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56);
The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 et seq.);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual; and State of Texas Plan for Disaster Recovery: Hurricane Harvey – Round 1, dated April 6,2018, as amended.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.); 24 C.F.R. Part l, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, et seq.);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. §3601, et seq.), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Provider to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145): 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and
Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u): 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT
Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES
The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, et seq.), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, et seq.), particularly section 3 (16 U.S.C. §469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES
Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION
Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT
The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, et seq.), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS
The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), et seq., and 21 U.S.C. §349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES
The Endangered Species Act of 1973 (16 U.S.C. § 1531, et seq.) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS
The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, et seq.) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY
The Clean Air Act (42 U.S.C. § 7401, et seq.) as amended, particularly sections 176(c) and (d) (42 U.S.C. §7506(c) and (d)).

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION
Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, et seq.) particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS
Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

ENVIRONMENTAL JUSTICE
Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT
Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. §570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS
Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION
The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, et seq.), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

FAITH-BASED ACTIVITIES
Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

73. SPECIAL CONDITIONS – TEXAS GENERAL LAND OFFICE (GLO)
If applicable to a Project or Activity, Subrecipient must be in compliance with the following Special Conditions and any other State, Federal, or local laws, rules, and regulations as may be applicable, throughout the term of the Contract, prior to the release of any grant funds for the Projects or Activities anticipated.

Subrecipient is deemed to have read and to understand the requirements of each of the following, if applicable to the Project or any Activity under this Contract:

A. REIMBURSEMENT, GENERALLY
As provided for in Public Law 115-56, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Subrecipient shall ensure compliance with all such requirements.

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

(1) Subrecipient must provide documentation which indicates they have received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Subrecipient to be eligible to participate in the NFIP have been adopted.

(2) Where Activities specified in a Performance Statement, involve structures that are located in Special Flood Hazard Areas (SFHA), flood insurance may be required, and Subrecipient shall obtain such insurance, and shall maintain documentation evidencing compliance with such requirements.

(3) Subrecipient acknowledges and agrees that if any property that is the subject of an Activity under this Contract located within a floodplain, that the following terms and conditions shall apply:

a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001-4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:

i. The community in which the area is situated is participating in the National Flood Insurance Program ("NFIP") (44 CFR parts 59 through 79), or less than one (1) year has passed since the FEMA notification regarding such hazards; and

ii. The community is participating in the NFIP, or that flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.

b. Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Subrecipient is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.

c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 515a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for flood damage to any personal, residential, or commercial property if:

i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and

ii. The person failed to obtain and maintain flood insurance.

d. Subrecipient understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

C. PROJECT MAPPING/DESIGN INFORMATION

For construction projects, Subrecipient shall require and maintain copies, in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

D. WATER SYSTEM IMPROVEMENTS

(1) Prior to the GLO's release of funds for the construction of any water system improvements, Subrecipient shall provide certification to the GLO that plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

(2) Prior to construction, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served, has been issued by the TCEQ.

(3) Prior to Subrecipient submission of the Project Completion Report for any water system improvements described in Attachment A, Subrecipient shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to 30 Texas Administrative Code, Chapter 290—Rules and Regulations for Public Water Systems.

E. SEWER SYSTEM IMPROVEMENTS

Prior to the construction of any sewer system improvements described, Subrecipient shall provide certification that plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the Texas Commission on Environmental Quality (TCEQ) review requirements described in 30 Texas Administrative Code, Chapter 217, Subchapter D.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Subrecipient shall provide notification of the start of construction on any sewer treatment plant of other system-related improvements included in this Contract.

F. WASTEWATER TREATMENT CONSTRUCTION

Prior to incurring costs for any wastewater treatment construction in Attachment A, Subrecipient shall provide documentation of an approved permit or amendment(s) to an existing permit for such activities from the TCEQ's Water Quality Division.

In addition, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or equivalent permit or authority for the area to be served has been issued by the TCEQ.

G. SEPTIC SYSTEM IMPROVEMENTS

(1) Subrecipient shall provide documentation that final plans, specifications, and installation of its septic system improvements have been reviewed and approved by the City or County Health Department through authority granted by the TCEQ.

(2) Subrecipient shall mitigate all existing septic systems in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b), which states, "All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall have the wastewater removed by a waste transporter, holding a current registration with the executive director. All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall be filled to ground level with fill material (less than three inches in diameter), which is free of organic and construction debris."

(3) Prior to the selection of program recipients for proposed On-Site Sewer Facilities (OSSF), Subrecipient shall provide a copy of its proposed program guidelines to for GLO review. All proposed OSSF programs must meet or exceed guidelines set forth in 30 Texas Administrative Code Chapter 285 Subchapter D.

H. BUILDING CONSTRUCTION

Subrecipient shall provide documentation that the construction of a new building and facilities are in compliance with the Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Chapter 469, Texas Government Code, and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules, 16 Texas Administrative Code, Part 4, Chapter 68. If estimated construction costs exceed Fifty Thousand Dollars ($50,000.00), Construction Documents must be submitted to the Texas Department of Licensing and Regulation (TDLR) for an accessibility plan review.

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

I. BRIDGE CONSTRUCTION/REHABILITATION

Subrecipient shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction, and documentation of such approval must be provided to the GLO.

J. DISASTER SHELTERS

Subrecipient shall ensure that the primary purpose of the facility, as described in Attachment A, is to serve as a disaster shelter, and shall ensure the facility is operated at all times in a manner that ensures that the priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that existed at the time of the disaster or emergency situation. In addition, Subrecipient shall prepare or be incorporated into an approved emergency management plan, as prescribed by the Texas Division of Emergency Management, identifying the shelter as a facility that provides short-term lodging for evacuees during and immediately after an emergency situation. Subrecipient shall submit a copy of Subrecipient's Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

K. DEBRIS REMOVAL

Subrecipient shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of cost of removal.

Prior to beginning debris collection operations, Subrecipient shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Subrecipient shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

While construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Subrecipient will prepare and operate the TDSR sites, or local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA Debris Management Guide regarding the use of TDSR sites. This document may be obtained https://www.fema.gov/pdf/government/grant/pa/demagde.pdf.

In order to maintain the life expectancy of landfills, Subrecipients disposing of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

L. USE OF BONDS

Subrecipient must notify the GLO of its issuance and sale of bonds for completion of the project funded under this Contract.

M. PROGRAM GUIDELINES

Prior to the selection of program beneficiaries, Subrecipient shall provide to the GLO, for GLO review and approval, a copy of its proposed guidelines for the program. The guidelines must meet or exceed to requirements in the Federal Registers. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 CFR 35 (HUD lead-based paint regulation).

N. AFFORDABILITY PERIODS FOR SINGLE-FAMILY HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE:

For single-family non-rental housing assistance provided by Subrecipient, Subrecipient shall implement the following affordability period: for rehabilitation or reconstruction of housing projects, a minimum[1] three-year

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

affordability period guaranteed by an unsecured forgivable promissory note and for new construction housing projects, a minimum□ five-year affordability period guaranteed by an unsecured forgivable promissory note.

O. UNSECURED FORGIVABLE PROMISSORY NOTE ("NOTE")

An unsecured forgivable promissory note shall be issued at an interest rate of zero-percent (0%). Provided that all terms and conditions contained in the Note continue to be fulfilled, a Note will be forgiven according to the following terms, as applicable, until the applicant fulfills their note requirement (the requirements are defined in the promissory note document): for a three-year Note, at a rate of 33 percent per year, for the first two years, and 34 percent after the third year; and for a five-year Note, at a rate of 20% per year.

(1) If the homeowner occupies the home for the full Note term, the Note expires and no repayment is required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are breached or if the property is sold, leased, transferred, or vacated by the homeowner for any consecutive thirty (30) day period during the Note term, the repayment provisions of the promissory note and DOT shall be enforced.

(2) If, during the Note term, the homeowner vacates the unit for any consecutive thirty (30) day period, the locality may forgive, as evidenced by the program director, city council, or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and the determination that the national objective of benefiting low to moderate-income persons was met.

(3) The national objective will be considered met only when the program director, city council, or county commissioners court determines that a low- to moderate-income person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. If the national objective was not achieved, Subrecipient is liable for repayment of an amount equal to the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the forgivable Note.

(4) If the property is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the DPL must be repaid by the Subrecipient from the sales proceeds. Notwithstanding the preceding, Subrecipient shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the Note or repayment of the assistance (in full or in part), the Subrecipient shall prepare and record a release of lien document in the land records of the applicable county.

(5) Monitoring of the Note is performed during and after the grant is closed. Subrecipient must utilize non-CDBG-DR funds to fulfill the monitoring obligations for its impacted recovered community.

(6) The subrecipient will maintain a list of homeowners that do not maintain flood insurance as documented in their promissory note. These applicants will not be allowed to received future assistance as outlined in Section B of this document.

P. RENTAL HOUSING REHABILIATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

The rental housing assistance will provided be provided in the following forms: for rehabilitation or reconstruction of multi-family rental projects with eight or more units, a minimum fifteen (15) year forgivable loan or grant at zero interest; and for new construction multi-family rental projects with five or more units, a minimum twenty (20) year forgivable loan or grant at zero interest. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the note will be forgiven at a rate of 5 percent per year until the applicant fulfills their note requirement (the requirements are defined in the promissory note document).

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

The purpose of the program is to facilitate the rehabilitation, reconstruction, and/or new construction of affordable rental housing needs within the service area of the disaster event. A minimum of 51% of the multi-family units must be restricted during the affordability period of twenty (20) years for low to moderate income (LMI) persons. The rents, at a minimum, must comply with High HOME Investment Partnership (HOME) Rents and other existing Land Use Restriction Agreement (LURA) restrictions if applicable. HOME rent limits are defined by HUD and must equal the lesser of fair market rents or 30% of the adjusted income for people earning 65% of the AMFI.

Q. COASTAL MANAGEMENT
Subrecipient acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in 31 Texas Administrative Code, Part 16, Chapter 501.

74. ENERGY EFFICIENCY (42 U.S.C. 6201 and 2 CFR 200 APPENDIX II (H))
Contractor must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

75. LEAD AND ASBESTOS
If this request for Proposal involves remediation, demolition, reconstruction, rehabilitation, repair, or construction, or other applicable activities, the Contractor shall be responsible for performing investigations of lead and asbestos containing materials, and any required lead and asbestos abatement in compliance with Federal, State, and local laws, rules, regulations, ordinances and orders, relating to lead abatement and asbestos abatement as applicable, including but not limited to the Texas Asbestos Health Protection Act, codified as Chapter 1954 of the Occupations Code; the Texas Asbestos Health Protection Regulations, located at Title 25, Part 1, Chapter 295, Subchapter C of the Texas Administrative Code; Chapter 1955 of the Texas Occupations Code (lead-based paint abatement); the Texas Environmental Lead Reduction regulations, located at Title 25, Part 1, Chapter 295, Subchapter I of the Texas Administrative Code; the federal National Emission Standards for Asbestos regulations, located at Title 40, Part 61, Subpart M of the Code of Federal Regulations, and the National Emission Standards for Hazardous Air Pollutants. Contractor shall perform such inspections, encapsulation, remediation, or other actions as required by federal, State, or local requirements in accordance with the federal Environmental Protection Agency (EPA), Texas Department of State Health Services (TXDSHS), and Texas Commission on Environmental Quality (TCEQ) requirements.

76. USE OF DHS SEAL, LOGO, AND FLAGS PROHIBITED WITHOUT PRIOR APROVAL
Contractor must obtain permission from the U.S. Department of Homeland Security financial assistance office (DHS FAO) **prior** to using DHS seals(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard Officials.

77. FEDERAL GOVERNMENT NOT A PARTY
Contractor acknowledges that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to Galveston County, contractor, or any other party pertaining to any matter resulting from the contract.

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

78. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

In contracts funded through Federal grants, Contractor acknowledges that 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements (31 U.S.C. § 3801, et seq.) and the implementing regulations thereunder, 49 C.F.R. Part 79, apply to Contractors actions pertaining to the contract.

79. ACKNOWLEDGMENT OF GOVERNMENT RECORD

Proposer acknowledges that its submission in this Request for Proposals, including its Proposal, certifications, affidavits, Vendor Forms (i.e., PEID, W-9, CIQ, etc.) constitutes government records under Chapter 37 of the Texas Penal Code.

80. COMPLIANCE WITH GALVESTON COUNTY PURCHASING POLICIES AND PROCEDURES

Proposer acknowledges, by its submission in this request for Proposals, that it shall comply with the Galveston County Purchasing Policies & Procedures Manual approved by Order of the Galveston County Commissioners' Court on March 7, 2018.

81. ENTIRETY OF AGREEMENT AND MODIFICATION

This contract contains the entire agreement between the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this contract has no force or effect. Any subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners' Court.

The remainder of this page intentionally left blank

GENERAL PROVISIONS
LOCAL TRUCKING SERVICES
GALVESTON COUNTY, TEXAS

82. NOTICE

All notices or other communications required or permitted under this contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, transmitted by facsimile, or mailed certified mail, return receipt requested with proper postage affixed and addressed to the appropriate party at the following address or at such other address as may have been previously given in writing to the parties (Proposer shall provide its notice information with its Proposal submission). If mailed, the notice shall be deemed delivered when actually received, or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, duly certified, return receipt requested, with proper postage affixed. If delivered in person, notice shall be deemed delivered when receipted for by, or actually received by the receiving Party. If transmitted by facsimile, notice shall be deemed delivered when receipt of such transmission is acknowledged.

To the County at:

Hon. Mark Henry,
County Judge of Galveston County
722 Moody (21st Street), Second (2nd) Floor
Galveston, Texas 77550
Fax: (409) 765-2653

With copies to:

Frank Rodriguez
Galveston County Purchasing Agent
722 Moody (21st Street), Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7997

To the Contractor at:

End of General Provisions

RFP 26-086
Submission Deadline/RFP Opening: 04/02/2026
Time: 2:00 PM

REQUEST FOR PROPOSALS
LOCAL TRUCKING SERVICES
SPECIAL PROVISIONS

A. PURPOSE:

Galveston County is seeking qualified vendors to provide *Tandem Truck Hauling* services for County Road construction and maintenance projects. Vendor shall transport hot mix asphalt and aggregate materials from supplier locations in the Greater Houston area to designated project sites throughout Galveston County. All tandem trucks must have a minimum hauling capacity of 18 tons and be equipped to deliver materials directly to the hopper of CAT paving laydown machines or other County-designated locations.

B. EXCEPTIONS

Any exceptions to these solicitation conditions should be listed on a separate sheet of paper, attached to the respondent's submittal, and submitted with the response at the specified date and time of the solicitation opening.

If no exceptions are stated, **it will be understood that all general and special conditions will be complied with, without exception.**

The Proposer must specify in its Proposal any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the Proposal and should indicate its possible or actual advantage to the program being offered. The County reserves the right to offer these alternatives to other Proposers.

C. PROCUREMENT TIMELINE

A timeline for this RFP and initial process are included below. Galveston County reserves the right to change these dates and will notify proposers of any changes via addendum:

Advertise RFP (first date of publication)	Thursday, March 26, 2026
Advertise RFP (second date of publication)	Thursday, April 2, 2026
Deadline for Questions & Inquiries	**Thursday, April 9, 2026 by 5:00 p.m.**
Proposals due from proposers/RFP Opening	**Thursday, April 23, 2026 at 2:00 p.m.**

Interested parties may attend the Thursday, April 23, 2026, at 2:00 PM CST. bid opening virtually by using the following link:

https://galvestoncountytx.webex.com/galvestoncountytx/j.php?MTID=m6a379d699e21f11f46344f7f11c4eb57

Join by meeting number Meeting number (access code): 2493 587 7285
Meeting password: 26-086 (260086 when dialing from a video system)

Tap to join from a mobile device (attendees only)
+1-415-655-0001,,24935877285## US Toll

Join by phone +1-415-655-0001 US Toll
Global call-in numbers

Join from a video system or application
Dial 24935877285@galvestoncountytx.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

REQUEST FOR PROPOSALS
LOCAL TRUCKING SERVICES
SPECIAL PROVISIONS

The Special Provisions and the General Provisions of this Request for Proposal and the Exhibits attached hereto are made a part of the agreement between the Parties. In the event of a conflict between the General Provisions and the Special Provisions, the terms of the Special Provisions shall control.

D. SUBMISSION INSTRUCTIONS:

Galveston County Purchasing Department utilizes Bonfire Interactive to distribute and receive bids and proposals in an electronic format via an online portal. Potential Bidders must register through the online portal to participate electronically. "Walk-in" or "mailed-in" (see instructions below) proposal submittals are still allowed; however, **Bidders are strongly encouraged to submit their proposals online via Galveston County's e-Procurement Portal located at https://galvestoncountytx.bonfirehub.com/**

Registration is currently open and free to the public. Once registered, suppliers will receive automatic email notifications of project opportunities based on the NIGP commodity codes selected by the vendor. Potential Bidders should visit the link below and click on the New Vendor Registration tab to register your business: **https://customer.eunasolutions.com/public/s/knowledge-base/bonfire-hub/vendor-registration**

There is no cost to register as a vendor.

INSTRUCTIONS FOR "WALK-IN" SUBMITTALS ONLY

If "WALKING IN" Proposals, one (1) unbound single-sided original proposal must be submitted no later than **2:00 PM CST,** on **Thursday, April 23, 2026, to the following:**

Frank Rodriguez
Purchasing Agent
County of Galveston
722 Moody Avenue (21st Street), Fifth (5th) Floor
Galveston, TX 77550

The time stamp clock located in the Purchasing Agent's office shall serve as the official time keeping piece for this solicitation process. Any proposals received after **2:00 P.M. CST** on the specified date will be returned unopened.

Proposal Specifications can be obtained at the office of the Galveston County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, or by visiting the Galveston County website @ https://www.galvestoncountytx.gov/county-offices/purchasing

E. BEST AND FINAL OFFERS (BAFO)

The Best and Final Offer process ***is applicable*** to this solicitation.

F. WAGE RATES

Davis-Bacon Wage Rates *are requirements* for this bid.

Attention is called to the fact that not less than, the federally determined prevailing (Davis-Bacon and Related Acts) wage rates are required to be paid to laborers and mechanics. When required by Federal program legislation, all prime construction contracts in excess of $2,000 must include a provision for compliance with the Davis-Bacon Act as supplemented by the Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractor must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. In addition, contractors must be required to pay wages not less than

REQUEST FOR PROPOSALS
LOCAL TRUCKING SERVICES
SPECIAL PROVISIONS

once a week. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, or national origin. Please reference the General Provisions, item 69, Procurement Laws, sub-item 3, Davis-Bacon Act as amended (40 U.S.C. 3141-3148).

G. PERSONNEL TO CONTACT REGARDING THIS SOLICITATION

Respondents desiring an explanation or interpretation relative to this solicitation must request it in writing. Oral explanations or instructions will not be binding. Any information given to a Respondent, which in the opinion of the County affects all Respondents or would be prejudicial to other Respondents if not communicated, shall be furnished to all Respondents as an addendum to the solicitation. Respondents **must** direct all inquiries to the following:

Frank Rodriguez
Purchasing Agent
722 21st Street (Moody)
Galveston, Texas 77550
e-mail: purchasing.bids@co.galveston.tx.us

Respondents must e-mail their requests (with the subject line "**Local Trucking Services – RFP 26-086 – Questions**") for additional information and/or clarification to the address listed above. The request must include the Responder's name and the solicitation number and title.

Any request for additional information or clarification must be received in writing no later than ten (10) calendar days prior to the solicitation due date. Late requests or those not delivered to the proper address may not receive a reply. Respondents shall not attempt to contact the County by any other means. The Purchasing Agent shall post the answers on the County website from the procurement web page and via addendum.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary, in the form of a written addendum, issued prior to the solicitation Submission Deadline / Solicitation Opening date. The County, at its sole discretion, may not issue a response to an RFI submittal. Respondents should not rely on any oral or written representations, statements, or explanations, other than those made in this solicitation or in any written addendum to this solicitation. Where there appears to be conflict between the solicitation and any issued addenda, the last addendum issued will prevail.

Addenda will be posted and made available on the County's procurement web page. **It is the Responder's sole responsibility to ensure receipt of all addenda prior to submitting its response.** All Respondents should check the County's procurement web page for all addenda prior to submitting a response.

The County's procurement web page is located at:
http://www.galvestoncountytx.gov/county-offices/purchasing

The Respondent must acknowledge the receipt of all addenda on the forms provided. In the event a Responder fails to acknowledge receipt of such addenda, the County may, at its sole discretion, determine that such failure to acknowledge any or all addenda does not materially affect the solicitation and waive the acknowledgment of one or more addenda.

Respondents who submit inquiries *after* the deadline date for receipt of questions indicated on the Procurement Timeline risk that its response in the procurement will not be responsive or competitive because the County is not able to respond before the solicitation receipt date, or insufficient time for the Responder to prepare a responsive or competitive submittal.

REQUEST FOR PROPOSALS
LOCAL TRUCKING SERVICES
SPECIAL PROVISIONS

All questions and responses as posted on the County website pertaining to this solicitation are considered an addendum to, and part of, this solicitation. Each Responder shall be responsible to monitor the County website for new or revised solicitation information. The County shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the solicitation or formally issued as an addendum by the Purchasing Agent.

H. PROGRAM ADMINISTRATION:

The Program Administrator/Contract Manager that will manage the work to be performed under the resultant contract for the purpose of this solicitation is:

Road & Bridge Administrator
5115 Highway 3
Dickinson, TX 77539

The Galveston County Commissioners' Court, and/or authorized designees will be responsible for negotiating with the successful Vendor the scope of work, the standards of performance, the specific technology provided, and the support services required for the proposed projects. All contractual amendments will be processed in accordance with Galveston County Purchasing Policies. Amendments will also be brought to Galveston County Commissioners Court for approval as deemed necessary. The approval process serves to ensure the project technology and/or service is within the scope of the resultant contract that pricing meets the agreed-upon pricing methodology as specified in the contract, and that funds are available.

I. INSURANCE

Respondent must submit, with its response, a current certificate of insurance evidencing coverage in the amounts specified below or greater. In lieu of submitting a certificate of insurance, Respondents may submit a notarized statement from an insurance company authorized to conduct business in the State of Texas guaranteeing that Respondent has such insurance. Provided however, that successful Respondent(s) shall be required to provide a current certificate of insurance to the Galveston County Purchasing Agent's Office before Respondent commences any work hereunder. **Insurance shall be placed with insurers having an A.M. Best's rating of no less than A**. Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions ensuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.
Galveston County shall be listed as an additional insured on each policy and all certificates of insurance and Contractor shall provide Galveston County with no less than thirty (30) calendar days prior notice of any changes to the policy during the contractual period.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) calendar days of the execution of this Agreement as written proof of such insurance and further provided that Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required herein, provided written proof as required herein, and received written notice to proceed issued from the County Purchasing Agent. Failure to provide such evidence of insurance within the ten (10) calendar day period shall constitute an event of default.

Workers' Compensation Insurance. Respondent shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all its employees, including but not limited to full time, part time, and emergency employees employed by the Contractor.

REQUEST FOR PROPOSALS
LOCAL TRUCKING SERVICES
SPECIAL PROVISIONS

Commercial General Liability. Respondent shall carry in full force commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the aggregate. The Policy shall, minimally, cover liability for bodily injury, personal injury, and property damage.
Business Automobile Liability. Respondent shall carry in full force business automobile liability coverage with a combined bodily injury/property damage limit of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

Professional Liability. Respondent shall carry in full force professional liability insurance with limits of not less than $1,000,000.00.

Subrogation Waiver: Contractor and Contractor's insurance carrier shall waive any and all rights to subrogation against Galveston County regarding any suite or claim arising out of personal injury or property damage resulting from Contractor's performance under this Agreement.

J. NAME BRANDS

The mention of name brands is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that Galveston County is seeking.

K. TECHNICAL SPECIFICATIONS

Overview:
Galveston County is seeking qualified vendors to provide tandem truck hauling services for the transportation of hot mix asphalt (HMA) and aggregate materials from supplier facilities in the Greater Houston area to County Road construction and maintenance project sites throughout Galveston County.

Hauling Requirements:
Vendor shall provide tandem dump trucks with a minimum hauling capacity of 18 tons per load. Trucks must be equipped with appropriate dump mechanisms to deliver materials directly to the hopper of CAT asphalt laydown machines or to stockpile locations as directed by the County's authorized representative. The tandem truck must be able to deliver to the hopper of a laydown machine. The operator and truck must be able to be pushed by the laydown machine. The trucks will need a central dispatch, who can schedule 10 or more tandem trucks per day with a 48-hour notice. Galveston County Road and Bridge may request as few as 4 trucks per day. Galveston County may require the trucks to continue delivery up to 6 consecutive days. Typical daily hauling is as follows; pick up from Galveston County's contracted hot mix plants in east downtown Houston, and deliver to various paving locations in Galveston County. Galveston County may from time to time have aggregate hauling within Galveston County.

Materials to be Hauled:

- Hot mix asphalt (HMA) at varying temperatures as specified by County
- Flexible base materials (Grade 1-3)
- Aggregate base course materials
- Crushed stone and gravel
- Other road construction materials as directed by County

L. COST

Vendors shall provide firm, fixed pricing for Years 1, 2, and 3 using one of the following methods:

1. Flat Rate per Load: **Fixed price per truckload (specify load size and distance range)**
2. Per-Ton-Mile Rate: **Fixed rate per ton per mile traveled**
3. Hourly Rate + Mileage: **Fixed hourly rate plus per-ton-mile rate**

REQUEST FOR PROPOSALS
LOCAL TRUCKING SERVICES
SPECIAL PROVISIONS

Clearly indicate your proposed pricing method and provide complete rate sheets for each contract year. Optional pricing for Years 4 and 5 must also be provided (County's option to exercise).

M. DELIVERY LOCATIONS

Delivery is within the limits of Galveston County. The truck hauling company shall deliver to a CAT laydown machine at the worksite at times determined by the appropriate County representative.

N. DELIVERY TIME

Normal response time suggested and expected for delivery is 48 hours from the time of contact by the County representative to the dispatched. The County will try to notify the trucking company in advance of each work period requirement stating the type of equipment, the site of work and the number of day's equipment is to be used.

O. ORDERING

All delivery job by worksite location shall be organized by purchase order or other methods of payment authorized by the Galveston County Purchasing Agent. No deposits or retention of any type will be authorized. Rental periods shall be based net tons per mile, hourly rates for wait times, and any surcharges.

P. UNCONDITIONAL TERMINATION FOR CONVIENCE

Galveston County may terminate the resultant agreement for convenience by providing thirty (30 calendar days advance notice to the vendor.

If contractor fails to meet deadlines or fails to provide the agreed-upon service/material altogether, a termination for default may be issued. Their termination for default will be issued only after it is deemed by the County, that the vendor has failed to remedy the problem after being forewarned.

Q. TERMINATION BY THE COUNTY

If the contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide the proper equipment in the time designated, or not repair or maintain equipment, or otherwise by guilty of, a substantial violation of any provision of this agreement, the County shall give the contractor fifteen (15) calendar days written notice of termination. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

If the contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this agreement.

The contractor agrees to indemnify and save harmless the County, its officers, agents, and employees, hereinafter referred to as indemnitee, from all suits, including attorney's fees and costs of litigation, actions. Loss, damage, expense, cost or claims, or any character including without limitation, injury to or death or any and all persons or property damage sustained and caused by an act, omission, neglect, or misconduct of contractor or an account of any action, claim or amount arising out of failure of the contractor under Workman's Compensation law, or arising out of failure statutes, ordinances, regulations, law or court decree.

It is the intent of the parties to this contract that the indemnitee shall, in all such instances, except for loss or damage resulting from the sole negligence of the indemnitee, be indemnified against all liability, loss, or damage.

REQUEST FOR PROPOSALS
LOCAL TRUCKING SERVICES
SPECIAL PROVISIONS

R. INVOICES

Invoices must be itemized indicating all materials and supplies used. Invoices must be submitted to:

Galveston County Auditor's Office
Attn: Accounts Payable
P.O. Box 1418
Galveston, Texas 77553

Failure to submit invoices to the above address or failure to include the Purchase Order Number will result in delay in payment.

Contractor must accept purchase order numbers for specified supplies, equipment, and/or services. Contractor shall not perform any work or release any supplies and/or equipment to any authorized representative of the County of Galveston unless a valid purchase order number issued by the office of the Galveston County Purchasing Agent accompanies the order or if vendor can comply with the provision as stated in the General Provisions, page 3, item 11, Procurement Card Program. Payment for any items issued without prior receipt of a valid purchase order number may become the sole responsibility of the successful contractor.

S. REQUIRED RESPONDENT INFORMATION

Respondent must provide satisfactory evidence of its ability to provide an adequate inventory of trucks, timely deliveries, and the ability to repeat deliveries in consecutive days of a paving project. The Respondent must provide the following information in the Response as follows:

1. **Inventory:**
   Fleet Inventory
   Provide a detailed list of available tandem trucks including:
   - Total number of tandem trucks available for County projects
   - Hauling capacity per truck (in tons)
   - Year, make, and model of each truck
   - Current condition and maintenance status
   - Availability during peak paving season
2. **Delivery Time:**
   Response Time
   Provide estimated response timeframes for the following scenarios:
   - Standard delivery orders (non-emergency)
   - Emergency or time-sensitive paving projects
3. **Insurance Requirements:**
   - Provide certificates of insurance or evidence of ability to obtain the following coverage:
     - Commercial General Liability insurance
     - Commercial Auto Liability insurance
     - Workers' Compensation insurance
     - Cargo/Materials in Transit insurance
     - Any additional insurance carried beyond minimum County requirements
4. **Cost:**
   a) Mileage-Based Pricing
   Provide per-ton-per-mile rates for the following distance ranges:
   - 0-25 miles: $_____ per ton per mile
   - 26-50 miles: $_____ per ton per mile

REQUEST FOR PROPOSALS
LOCAL TRUCKING SERVICES
SPECIAL PROVISIONS

- 51-75 miles: $_____ per ton per mile
- 76-100 miles: $_____ per ton per mile
- 101-134 miles: $_____ per ton per mile

OR

Provide flat rate/hourly per load pricing:

- 0-25 miles: $_____ per load
- 26-50 miles: $_____ per load
- 51-75 miles: $_____ per load
- 76-100 miles: $_____ per load
- 101-134 miles: $_____ per load

b) Additional Charges

Provide rates for the following:

- Wait time/Standby time: $_____ per hour
- After-hours delivery (weekends/holidays): $_____ premium or percentage - Demurrage (delays beyond Respondent's control): $_____ per hour
- Fuel surcharge (if applicable): Describe methodology
- Any other fees or surcharges: Describe and provide rate

5. **Experience:**
   - Minimum three (3) references from clients for whom vendor provided similar hauling services within the past three (3) years
   - For each reference, provide:
     - Client name, contact person, phone, and email
     - Project description (type of materials hauled, project duration, approximate tonnage)
     - Date of service
     - Brief description of services provided

T. AWARD CRITERIA

The selection process will be based on the response to this Request for Proposal and any interviews required to verify the ability of proposers to provide services.

• **Inventory:** Ability of proposer to have adequate inventory of equipment. Describe	**40 %**
• **Cost:** Pricing of delivery per net ton/mile (for 1-134 miles). Wait time pricing	**30 %**
• **Experience**	**20%**
• **Time Frame for Delivery:**	**10%**
• **Insurance requirements:**	**Pass/Fail**
• **Access to a central dispatch, including the location of the dispatch office**	**Pass/Fail**

By the submission of its response to this solicitation, the Respondent accepts the requirements, formatting, and evaluation process referenced herein.

REQUEST FOR PROPOSALS
LOCAL TRUCKING SERVICES
SPECIAL PROVISIONS

U. REQUIRED DOCUMENTS CHECKLIST

By signing here, the firm does hereby attest that it has fully read the instructions, conditions, and general and special provisions and understands them. **Proposer shall return this checklist with a completed submittal.**

THE COMPANY OF: _____

ADDRESS: _____

_____

FEIN (TAX ID): _____

The following documents shall be returned or confirmed with an "X" with solicitation submittals. Failure to do so may be ample cause for rejection of qualification submittal as non-responsive. It is the responsibility of the Proposer to ensure that Respondent has received all addenda.

Items:	**Confirmed (X):**
1. Required Documents Checklist (this page)	_____
2. Addenda Acknowledgement (if any)	**#1**_____ **#2**_____ **#3**_____ **#4**_____
3. "Walked In" Submittals: One (1) original submittal; Bonfire: One (1) submittal	_____
4. ATTACHMENT A - Vendor Qualification Packet	_____
5. ATTACHMENT B - Certification Reg. Debarment, Suspension, and Other Ineligibility	_____
6. ATTACHMENT C - Certification Regarding Lobbying Form	_____
7. ATTACHMENT D - Non-Collusion Affidavit	_____
8. ATTACHMENT E - Prohibition on Contracts with Companies Boycotting Israel	_____
9. ATTACHMENT F - Prohibition on Contracts with Certain Companies	_____
8. ATTACHMENT G - Information for Notice	_____
10. ATTACHMENT H - References	_____
11. Proposal	_____
12. Three (3) signed contracts (included)	_____

Person to contact regarding this qualification: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

Name of person authorized to bind the Firm: _____

Signature: _____ Date: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

County of Galveston
Purchasing Department
Vendor Qualification Packet - ATTACHMENT A

(rev. 1.4, September 28, 2017)

All interested parties seeking consideration for qualified vendor status with the County of Galveston **should complete and return only the following forms to:**

Galveston County Purchasing Department
722 Moody Avenue, (21st Street), 5th Floor
Galveston, Texas 77550
(409) 770-5371 *office*
(409) 621-7987 *fax*

PEID Form: **Person /Entity Information Data**

W -9 Form: Request for Taxpayer Identification Number and Certification
(please note that the included form may not be the latest revised form issued by the Internal Revenue Service. Please check the IRS website at http://www.irs.gov/publirs-pdf/fw9.pdf for the latest revision of this form.)

CIQ Form: **Conflict of Interest Questionnaire**
(please note that the included form may not be the latest revised form issued by the State of Texas Ethics Commission. Please check the Texas Ethics Commission website at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm for the latest revision of this form. Please note that Galveston County Purchasing Agent is not responsible for the filing of this form with the Galveston County Clerk per instructions of the State of Texas Ethics Commission).

Debarment: **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS & REQUIREMENT TO REGISTER IN SAM**
Vendors/contractor certifies that neither it, nor any of its Principals, are presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency. Vendor agrees that it shall refund Galveston County for any payments made to Contractor while ineligible. Vendor acknowledges that Contractor's uncured failure to perform under any agreement with the County of Galveston, if such should occur, may result in Contractor being debarred from performing additional work for the County, the respecting State Agency administering the grant funding the contract, if applicable, the State, FEMA or HUD (as applicable), and other Federal and State entities. Further, Vendor has executed the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters and returned the fully completed and executed original certification with the submission of this Vendor Qualification Packet. ***The truthful and fully completed and executed original of the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters must be included with the submission of this Vendor Qualification Packet and is a mandatory requirement to become a vendor of Galveston County. Vendor's failure to include the fully completed and executed original of this Certification shall be considered non-compliant with the requirements of this vendor qualification request and grounds for the rejection of vendor's request.*** *Vendor shall immediately notify the County Purchasing Agent if it becomes debarred or suspended, placed on*

the Consolidated List of Debarred Contractors, or in any other way becomes ineligible for award of contract by any Federal agency. This Certification is a material fact relied upon by Galveston County; i fit is later determined that the vendor did not comply with 2 C. F. R. Part 180 and 2 C.F.R. Part 3000, in additional to the remedies available to Galveston County and the State agency administering a grant, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment of contractor. If the contract to be awarded pursuant to a Galveston County procurement effort involves the use of Federal funds, then vendor must also be registered in the Federal Contractor Registry through the System for Award Management (SAM) to be eligible for award of contract pursuant to the procurement.
Information regarding the SAM is available at:
http://federalcontractorregistry.com/?gclid=CJGIhf2rr8wCFYkCaQoducANZw or at
http://sam.gov/portal/SAM/#1.

No contract involving the use of Federal funds may be awarded to any vendor unless and until such registration is current and in good standing under SAM Successful vendors must maintain SAM registration throughout the entire term of any contractual agreement with the County. If a contract involves the use of Federal funds, then vendor must enclose proof of such SAM registration within its response, which is also a mandatory requirement of County procurement policy; failure to enclose such proof shall be considered non-compliant with the requirements of any procurement effort and grounds for the rejection of vendor's response to any procurement efforts (i.e., bid, proposal, or qualifications statement, as applicable).

Direct Deposit: Direct Deposit Authorization Form - Temporarily suspended until further notice

Certificate(s) of Insurance: If the person or entity seeking qualified vendor status with the County will be performing work at or on any County owned facility and/or property, Certificate(s) of Insurance are required to be submitted prior to performing any work.

Insurance requirements are as follows:

Public Liability and Property Damage Insurance:

Successful vendor agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by vendor. Vendor shall at its own expense be required to carry the following minimum insurance coverages:

1. For damages arising out of bodily injury to or death of one person in anyone occurrence - one hundred thousand and no/100 dollars ($100,000.00);
2. For damages arising out of bodily injury to or death of two or more persons in anyone occurrence - three hundred thousand and no/100 dollars ($300,000.00); and
3. For injury to or destruction of property in anyone occurrence - one hundred thousand and no/100 dollars ($100,000.00).

This insurance shall be either on an occurrence basis or on a claims made basis. Provided however, that if the coverage is on a claims made basis, then the vendor shall be required to purchase, at the termination of this agreement, tail coverage for the County for the period of the County's relationship with the vendor under this agreement. Such coverage shall be in the amounts set forth in subparagraphs (1), (2), and (3) above.

Worker's Compensation Insurance:

Successful vendor shall also carry in full force Workers' Compensation Insurance policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the vendor. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by the vendor to the County.

The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies) during the contractual period.
Insurance is to be placed with insurers having a Best rating of no less than A. The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The vendor shall be required to submit annual renewals for the term of any contractual agreement, purchase order or term contract, with Galveston County prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide vendor with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Vendor shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the vendor.

In no event shall the County be liable for any damage to or destruction of any property belonging to the vendor unless specified in writing and agreed upon by both parties.

Procurement Policy - Special Note:

Understand that it is, according to Texas Local Government Code, Section 262.011, Purchasing Agents, subsections (d), (e), and (0, the sole responsibility of the Purchasing Agent to supervise all procurement transactions.

Therefore, be advised that all procurement transactions require proper authorization in the form of a Galveston County purchase order from the Purchasing Agent's office prior to commitment to deliver supplies, materials, equipment, including contracts for repair, service, and maintenance agreements. Any commitments made without proper authorization from the Purchasing Agent's office, pending Commissioners' Court approval, may become the sole responsibility of the individual making the commitment including the obligation of payment.

Code of Ethics - Statement of Purchasing Policy:

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve the purpose of these instructions, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here.

General Ethical Standards: It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in procurement when the employee knows that:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

Confidential Information: It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

Questions/Concerns:
If you have any questions or concerns regarding the information or instructions contained within this packet, please contact any member of the Purchasing Department staff at (409) 770-5371.

CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds $2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than $250.00 during the preceding 12-months, then Proposer MUST complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

The Galveston County Clerk has offices at the following locations:

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent).

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website - both of these web sites are linked to the Galveston County homepage at http://www.galvestoncountytx.gov

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at http://www.ethics.state.tx.us/whatsnew/conflictfroms.htm

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

COUNTY of GALVESTON
Purchasing Department

rev. 1.3, March 29, 2010

FORM PEID: **Request for Person-Entity Identification Data**

Instructions: Please type or print clearly when completing sections 1 thru 4 and return completed form to:

Galveston County Purchasing Agent
722 Moody Avenue (21 st. Street), 5th Floor
Galveston, Texas 77550
(409) 770-5371
prodoc@co.galveston.tx.us

1.	**Business Name:**			
	Attention Line:			
2.	**Physical Address:**			
	City:		**State:**	**Zip+4:**
3.	**Billing / Remit Address:**			
	City:		**State:**	**Zip+4**
4.	**Main Contact Person:**			
	Main Phone Number:			
	Fax Number:			
	E-mail Address:			

Areas below are for County use only.

Requested By:	**Phone / Ext. #**
Department:	**Date:**

Action Requested - Check One:	**IFAS PEID Vendor Number:**	
( ) Add New	( ) Change Data	( ) Re-activate
( ) Inactivate	( ) Employee	( ) Attorney
( ) Landlord	( ) Foster Parent	( ) Refund
( ) OneTime	( ) Foster Child	

Form W-9
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number

☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person _____ Date _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under *"By signing the filled-out form"* above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.
- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.
- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.
- The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

. If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor[4]
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ Name of signatory

_____ Signature

_____ Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

ATTACHMENT B

County of Galveston

ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELGIBILITY

Executive Orders 12549 & 12689 Certification, Debarment and Suspension

Solicitation Number: **RFP 26-086**

Solicitation Title: **Local Trucking Services**

Contractor hereby CERTIFIES that:

Contractor, and all of its principals, is not presently debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and is not in any other way ineligible for participation in Federal or State assistance programs;

Contractor, and all of its principals, were not and have not been debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and were not and have not been in any other way ineligible for participation in Federal or State assistance programs at the time its' proposal was submitted in the procurement identified herein and at any time since submission of its' proposal;

Contractor has included, and shall continue to include, this certification in all contracts between itself and any sub-contractors in connection with services performed under this contract; **and**

Contractor shall notify Galveston County in writing immediately, through written notification to the Galveston County Purchasing Agent, if Contractor is not in compliance with Executive Order 12549 or 12689 during the term of its contract with Galveston County.

Contractor **Represents** and **Warrants** that the individual executing this Acknowledgment and Certification on its behalf has the full power and authority to do so and can legally bind the Contractor hereto.

_____ _____

Name of Business Date

By: _____ _____

Signature Printed Name & Title

ATTACHMENT C

CERTIFICATION REGARDING LOBBYING
(31 U.S.C.A. § 1352)
This Certification must be completed, signed, dated and returned to the Galveston County Purchasing Agent

Procurement Number and Description:
RFP 26-086 Local Trucking Services

Proposer **CERTIFIES**, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the proposer shall complete and submit **Standard Form LLL**, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. Proposer shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Name of Organization/Corporation:_____

Address:_____

City: _____ State:_____ Zip Code:_____

Signature of Authorized Signatory for Proposer:_____ Date Signed:_____

Title of Authorized Signatory of Proposer:_____

ATTTACHMENT D

State of Texas §
§
County of Galveston §

NON-COLLUSION AFFIDAVIT

Before me, the undersigned notary, on this day personally appeared _____ (Affiant), whom being first duly sworn, deposes and certifies that:

- Affiant is the _____ of _____, that
  (Individual, Partner, Corporate Officer) (Name of Qualifier)
  submitted the attached Qualification in **RFP 26-086 Local Trucking Services**

- Affiant is a duly authorized representative of Qualifier and is authorized to make this Non-Collusion Affidavit;

- The attached Qualification is genuine and is not a collusive or sham Qualification;

- The attached Qualification has been independently arrived at without collusion with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor;

- Qualifier has not colluded, conspired, connived or agreed, directly or indirectly, with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor, to submit a collusive or sham qualification or that such other qualifier, bidder, proposer, person, firm, competitor, or potential competitor shall refrain from qualifying;

- Qualifier has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor to fix the price or prices in the attached Qualification or of the qualification any other qualifier;

- Qualifier has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier bidder, proposer, person, firm, competitor, or potential competitor to fix the overhead, profit or cost element of the Qualification price or prices of any other qualifier, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Galveston County or any person interested in the proposed contract;

- Affiant has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor, paid or agreed to pay any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the price or prices in the attached Qualification or the qualification of any other Qualifier; and

- Affiant certifies that Affiant is fully informed regarding the accuracy of the statements contained herein, and under penalties of perjury, certifies and affirms the truth of the statements herein, such penalties being applicable to the Qualifier as well as to Affiant signing on its behalf.

_____
Signature of Affiant

SWORN TO and **SUBSCRIBED** before me this _____day of_____, 2026.

_____
Notary Public

My Commission Expires: _____

ATTACHMENT E
Prohibition on Contracts with Companies Boycotting Israel

Prohibition on contracts with companies boycotting Israel per Government Code 2271.001 Definitions:

(1) **"Boycott Israel"** has the meaning assigned by Section 808.001.

(2) **"Company"** has the meaning assigned by Section 808.001; except that the term does not include a sole proprietorship.

(2) **"Governmental entity"** has the meaning assigned by Government Code, Section 2251.001.

PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:

(1) is between a governmental entity and a company with 10 or more full-time employees; and

(2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and
(2) will not boycott Israel during the term of the contract.

As required by GOVERNMENT CODE, CHAPTER 2271, CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel throughout the term of this Agreement. For the purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Individual by oath swears that the following statements are factual and true:

1. Individual is authorized by the Contractor to make this statement for the Contractor.
2. Individual has read and is fully aware of the facts stated in this statement.
3. Individual can read and comprehend the English language.
4. In accordance with Texas Government Code Section 2271.002, this company does not boycott Israel and will not boycott Israel during the term of this contract/agreement.

Date:_____

Business Name of Contractor:_____

Company Address: _____

County of Contractor:_____

Individual:_____

Signature of Individual:_____

ATTACHMENT F
Prohibition on Contracts with Certain Companies

Prohibition on contracts with certain companies per Government Code 2252.151 Definitions:

(1)"Company" has the meaning assigned by Section 806.001.

(2)"Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

(3)"Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Government Code, Chapter 2254.

(4)"Governmental entity" has the meaning assigned by Government Code, Section 2252.001.

Section 2252.152 – CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

Section 2252.153 – Listed Companies. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies o services to a foreign terrorist organization.

Pursuant to Chapter 2252, Texas Government Code, VENDOR represents and certifies that, at the time of execution of this Agreement, neither Vendor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

Individual by oath swears that the following statements are factual and true:

1. Individual is authorized by the Contractor to make this statement for the Contractor.
2. Individual has read and is fully aware of the facts stated in this statement.
3. Individual can read and comprehend the English language.
4. As required by GOVERNMENT CODE, CHAPTER 2252.152, CONTRACTOR hereby verifies that it is not identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153, or contracting with a company doing business with Iran, Sudan, or any foreign terrorist organizations.

Date:_____

Business Name of Contractor:_____

Company Address: _____

County of Contractor:_____

Name of Individual:_____

Signature of Individual:_____

ATTACHMENT G
INFORMATION FOR NOTICE

Solicitation Number: RFP 26-086

Solicitation Title: Local Trucking Services

Respondent shall use this form to provide the information for notice.

1. Contact information for notice:

   Name:_____

   Address:_____

   _____

   Telephone Number:_____ Facsimile number:_____

2. If a copy of notice is requested, please complete below:

   Name:_____

   Address:_____

   _____

   Telephone Number:_____ Facsimile number:_____

3. If second or more copies are requested for notice, please supplement this form, and clearly mark the supplement as "Supplementary Notice Information."

ATTACHMENT H
REFERENCES

Solicitation Number: RFP 26-086

Solicitation Title: Local Trucking Services

Respondent shall use this form to provide **three (3) references who can attest to the Respondent's capability to carry out the requirements set forth in this qualification request.** If Respondent wishes to provide more than the minimum, Respondent should supplement this form and should clearly mark the supplement as "Supplementary Reference Information."

1. Business Name of Organization: _____

Name of Person: _____

Title of Individual within Organization, if applicable: _____

Business address: _____

_____

Telephone Number: _____ Facsimile number: _____

Years Known: _____

2. Business Name of Organization: _____

Name of Person: _____

Title of Individual within Organization, if applicable: _____

Business address: _____

_____

Telephone Number: _____ Facsimile number: _____

Years Known: _____

3. Business Name of Organization: _____

Name of Person: _____

Title of Individual within Organization, if applicable: _____

Business address: _____

_____

Telephone Number: _____ Facsimile number: _____

Years Known: _____



State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

Contract Number: CM

Solicitation Number: RFP 26-086, Local Trucking Services

Term of Contract: Three (3) years with two (2) one (1) year extensions

Beginning date of the Contract will be_____. The Contract will terminate on_____.

Term of Completion (Construction or other time-specific contract): The Contractor shall complete the work within _N/A____ Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

Renewal Options: (if applicable):

Year One:	Yes ( ) No (X)
Year Two:	Yes ( ) No (X)
Year Three:	Yes ( ) No (X)
Year Four:	Yes (X) No ( )
Year Five:	Yes (X) No ( )

Contractor: _____

Awarded as to addendum(s) (if applicable):

Addendum No. 1: ( ) yes ( ) no ( ) n.a.
Addendum No. 2: ( ) yes ( ) no ( ) n.a.
Addendum No. 3: ( ) yes ( ) no ( ) n.a.

Payment Bond Required: ( ) yes (X)no

Performance Bond Required: ( ) yes (X) no

Notice to be Given to:

Galveston County:
County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

_____
_____
_____
_____
_____

County and Contractor agree as follows:

1. **Parts of Contract**: Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

2. **Contractor Responsibilities**: Contractor will obtain all required permits or licenses if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

3. **Payment for Services**: The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.

4. **Independent Contractor**: None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

5. **Employment Taxes**: Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

6. **Initial Term and Options to Renew**: The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall, be exercised only if all terms and conditions except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

7. **Cancellation**: County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

8. **Covenant Against Contingent Fees**: Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or continent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. **Subcontracting or Assignment**: Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

10. **Novation and Change of Name Agreements**: Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

11. **Force Majeure**: In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

12. **Entirety of Agreement and Modification**: This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

13. **Severability**. If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

14. **Validity/Enforceability**: If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

15. **Governing Law**: This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16. **Benefit**: This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17. **Authority to Bind**: The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

18. **Immunity Retained**: The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

19. **Meaning of Words**: Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20. **Public Information Act**: the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21. **Headings**: The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the _____ day of _____, _____.

Contractor:

_____

By: **Date:**

_____ _____

Galveston County

By: **Date:**

_____ _____

Mark A. Henry, County Judge

Attest:

_____

Dwight Sullivan, County Clerk

State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

Contract Number: CM

Solicitation Number: RFP 26-086, Local Trucking Services

Term of Contract: Three (3) years with two (2) one (1) year extensions

Beginning date of the Contract will be_____. The Contract will terminate on_____.

Term of Completion (Construction or other time-specific contract): The Contractor shall complete the work within _N/A____ Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

Renewal Options: (if applicable):

Year One:	Yes ( ) No (X)
Year Two:	Yes ( ) No (X)
Year Three:	Yes ( ) No (X)
Year Four:	Yes (X) No ( )
Year Five:	Yes (X) No ( )

Contractor: _____

Awarded as to addendum(s) (if applicable):

Addendum No. 1: ( ) yes ( ) no ( ) n.a.
Addendum No. 2: ( ) yes ( ) no ( ) n.a.
Addendum No. 3: ( ) yes ( ) no ( ) n.a.

Payment Bond Required: ( ) yes (X)no

Performance Bond Required: ( ) yes (X) no

Notice to be Given to:

Galveston County:
County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

_____
_____
_____
_____
_____

County and Contractor agree as follows:

1. **Parts of Contract**: Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

2. **Contractor Responsibilities**: Contractor will obtain all required permits or licenses if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

3. **Payment for Services**: The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.

4. **Independent Contractor**: None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

5. **Employment Taxes**: Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

6. **Initial Term and Options to Renew**: The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall, be exercised only if all terms and conditions except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

7. **Cancellation**: County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

8. **Covenant Against Contingent Fees**: Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or continent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. **Subcontracting or Assignment**: Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

10. **Novation and Change of Name Agreements**: Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

11. **Force Majeure**: In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

12. **Entirety of Agreement and Modification**: This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

13. **Severability**. If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

14. **Validity/Enforceability**: If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

15. **Governing Law**: This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16. **Benefit**: This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17. **Authority to Bind**: The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

18. **Immunity Retained**: The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

19. **Meaning of Words**: Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20. **Public Information Act**: the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21. **Headings**: The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the _____ day of _____, _____.

Contractor:

_____

By: **Date:**

_____ _____

Galveston County

By: **Date:**

_____ _____

Mark A. Henry, County Judge

Attest:

_____

Dwight Sullivan, County Clerk

State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

Contract Number: CM

Solicitation Number: RFP 26-086, Local Trucking Services

Term of Contract: Three (3) years with two (2) one (1) year extensions

Beginning date of the Contract will be_____. The Contract will terminate on_____.

Term of Completion (Construction or other time-specific contract): The Contractor shall complete the work within _N/A____ Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

Renewal Options: (if applicable):

Year One:	Yes ( ) No (X)
Year Two:	Yes ( ) No (X)
Year Three:	Yes ( ) No (X)
Year Four:	Yes (X) No ( )
Year Five:	Yes (X) No ( )

Contractor: _____

Awarded as to addendum(s) (if applicable):

Addendum No. 1: ( ) yes ( ) no ( ) n.a.
Addendum No. 2: ( ) yes ( ) no ( ) n.a.
Addendum No. 3: ( ) yes ( ) no ( ) n.a.

Payment Bond Required: ( ) yes (X)no

Performance Bond Required: ( ) yes (X) no

Notice to be Given to:

Galveston County:
County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

_____
_____
_____
_____
_____

County and Contractor agree as follows:

1. **Parts of Contract**: Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

2. **Contractor Responsibilities**: Contractor will obtain all required permits or licenses if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

3. **Payment for Services**: The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.

4. **Independent Contractor**: None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

5. **Employment Taxes**: Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

6. **Initial Term and Options to Renew**: The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall, be exercised only if all terms and conditions except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

7. **Cancellation**: County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

8. **Covenant Against Contingent Fees**: Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or continent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. **Subcontracting or Assignment**: Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

10. **Novation and Change of Name Agreements**: Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

11. **Force Majeure**: In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

12. **Entirety of Agreement and Modification**: This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

13. **Severability**. If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

14. **Validity/Enforceability**: If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

15. **Governing Law**: This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16. **Benefit**: This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17. **Authority to Bind**: The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

18. **Immunity Retained**: The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

19. **Meaning of Words**: Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20. **Public Information Act**: the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21. **Headings**: The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the _____ day of _____, _____.

Contractor:

_____

By: **Date:**

_____ _____

Galveston County

By: **Date:**

_____ _____

Mark A. Henry, County Judge

Attest:

_____

Dwight Sullivan, County Clerk

"General Decision Number: TX20260299 01/02/2026

Superseded General Decision Number: TX20250299

State: Texas

Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/02/2026

SATX2025-013 11/15/2023

	Rates	Fringes
Asphalt Distributor Operator	$ 23.26	0.00
Asphalt Paving Machine Operator	$ 22.67	0.00
Asphalt Raker	$ 20.41	0.00
Broom or Sweeper Operator	$ 17.63	0.00
Concrete Finisher, Paving and Structures	$ 20.79	0.00
Concrete Pavement Finishing Machine Operator	$ 22.18	0.00
Concrete Paving, Curing, Float, Texturing Machine Operator	$ 22.62	0.00
Concrete Saw Operator	$ 21.57	0.00
Crane Operator, Hydraulic 80 tons or less	$ 24.75	0.00
Crane Operator, Lattice Boom 80 Tons or Less	$ 25.74	0.00
Crane Operator, Lattice Boom Over 80 Tons	$ 23.85	0.00
Crawler Tractor Operator	$ 20.33	0.00
Electrician	$ 31.46	0.00
Excavator Operator, 50,000 pounds or less	$ 21.53	0.00
Excavator Operator, Over 50,000 pounds	$ 22.24	0.00
Flagger	$ 16.63	0.00

Form Builder/Setter, Structures	$ 19.93	0.00
Form Setter, Paving & Curb	$ 19.32	0.00
Foundation Drill Operator, Crawler Mounted	$ 22.25	0.00
Foundation Drill Operator, Truck Mounted	$ 26.04	0.00
Front End Loader Operator, 3 CY or Less	$ 19.72	0.00
Front End Loader Operator, Over 3 CY	$ 20.34	0.00
Laborer, Common	$ 17.12	0.00
Laborer, Utility	$ 19.11	0.00
Loader/Backhoe Operator	$ 21.37	0.00
Mechanic	$ 23.38	0.00
Milling Machine Operator	$ 21.65	0.00
Motor Grader Operator, Fine Grade	$ 23.91	0.00
Motor Grader Operator, Rough	$ 21.20	0.00
Off Road Hauler	$ 17.12	0.00
Painter, Structures	$ 26.40	0.00
Pavement Marking Machine Operator	$ 17.12	0.00
Piledriver	$ 21.48	0.00
Pipelayer	$ 20.03	0.00
Reinforcing Steel Worker	$ 22.34	0.00
Roller Operator, Asphalt	$ 19.79	0.00
Roller Operator, Other	$ 18.93	0.00
Servicer	$ 20.33	0.00
Spreader Box Operator	$ 17.84	0.00
Structural Steel Worker	$ 22.64	0.00
Truck Driver Lowboy Float	$ 25.94	0.00
Truck Driver, Single Axle	$ 21.93	0.00
Truck Driver, Single or Tandem Axle Dump Truck	$ 18.60	0.00
Truck Driver, Tandem Axle Tractor with Semi Trailer	$ 20.17	0.00

Welder.....$ 20.97 0.00

Work Zone Barricade Servicer.....$ 17.37 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than

""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination.

The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210.

==========

END OF GENERAL DECISION
"