

**GALVESTON COUNTY, TEXAS**  
**COMMISSIONERS COURT**  
**SPECIAL MEETING**  
**AGENDA**

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

Mark Henry  
County Judge

Darrell Apffel  
Commissioner, Precinct 1

Joe Giusti  
Commissioner, Precinct 2

Hank Dugie  
Commissioner, Precinct 3

Robin Armstrong, MD  
Commissioner, Precinct 4

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**Friday, January 16, 2026**

**3:30 PM**

**CALDER MEETING LOCATION**

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**174 Calder Rd., Room 100**  
**League City, Texas 77573**  
**SPECIAL MEETING**

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

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

**Call to Order**

**Invocation and Pledge of Allegiance**

**Public Comment**

**Consent Agenda**

Submitted by the Auditor's Office:

- \*1. Approval of the accounts payable checks dated 1/16/2026
- \*2. Order for payroll ending 1/14/2026 bi-weekly #2
- \*3. Order for supplemental payroll period ending 1/14/2026 bi-weekly #2
- \*4. Quarterly audit report of the payroll audit for period of 7/1/2024 - 9/30/2024
- \*5. Quarterly audit report of the payroll audit for period of 10/1/2024 - 9/30/2025
- \*6. FY 2025 Chapter 59 Asset Forfeiture Report for Blake Patton, Constable Precinct 1, for period of 10/1/2024 - 9/30/2025
- \*7. FY 2025 Chapter 59 Asset Forfeiture Report for Derreck Rose, Constable Precinct 3, for period of 10/1/2024 - 9/30/2025
- \*8. FY 2025 Chapter 59 Asset Forfeiture Report of the District Attorney's Office for period of 9/1/2024 - 8/31/2025

- \*9. FY 2025 Chapter 59 Asset Forfeiture Report of the Sheriff's Office for period of 10/1/2024 - 9/30/2025
- \*10. Indemnification requests from the Tax Assessor Collector's Office dated 12/8/2025 and 12/15/2025
- \*11. IRS standard mileage rate for 2026
- \*12. Receive and file the restitution checklist from Odyssey submitted by Personal Bond/Collections
- \*13. Receive and file the December 2025 Personal Bond/Collections Monthly Report submitted by Personal Bond/Collections
- \*14. Receive and file Summary of Biweekly Personnel Movements pay period #01, December 18 - December 31, 2025, submitted by Human Resources
- \*15. Receive and file Clear Channel Outdoor, LLC no-cost contract for PSA space for 2026 submitted by County Judge
- \*16. Receive and file the 2026 Eminent Domain Report with the Texas Comptroller of Public Accounts as required by Government Code 2206.154 submitted by Legal Services Manager
- \*17. Consideration of approval of a resolution in support of nominating Commissioner Hank Dugie to serve on the Texas Conference of Urban Counties (CUC) Policy Committee submitted by Commissioner Pct 3
- \*18. Consideration of a resolution honoring the retirement of Mae Ross from the Galveston County Clerk's office submitted by Legal Services Manager
- \*19. Consideration of a resolution honoring the retirement of Pamela Young from the Galveston County Clerk's office, submitted by Legal Services Manager
- \*20. Consideration of approval of reappointments to the Harris-Galveston Subsidence District submitted by the County Judge
- \*21. Consideration of approval for the Judge to sign the proposal for Clear Water for annual treatment of the pond at Walter Hall Park submitted by Parks.
- \*22. Consideration of approval of TXU Energy Contract Service Point Change Request Form RSR-00386771 and RSR-00386772 for the deletion of 2201 Avenue L Galveston, TX 77550 submitted by Facilities
- \*23. Consideration of approval for the County Judge to sign the proposal from Texas Aircraft Propeller & Acc to repair propellers for Mosquito Control, submitted by Legal Services Manager
- \*24. Consideration of a Service Agreement with John Welch, a certificated aviation mechanic for aircraft maintenance and repairs, submitted by Legal Services Manager

- \*25. Consideration of a Service Agreement with Mike Jones, a certificated airplane pilot for mosquito aerial spraying, submitted by Legal Services Manager
- \*26. Consideration of approval of RightFax Prime Support with Open Text submitted by Information Technology
- \*27. Consideration of approval to authorize the County Judge to execute Amendment No 3 to the RESTORE Act Texas City Hurricane Protection Levee Repair grant, Contract Number 582-20-11883 submitted by the County Engineer
- \*28. Consideration of appointing a Special Commissioner to advertise for proposals for the lease of the majority of the Joe Faggard Building located on Bolivar Peninsula to an AARP Chapter, submitted by Legal Services Manager
- \*29. Consideration of appointing a Special Commissioner to advertise for proposals for the lease of office space, approximately 400 square feet in size, located in the Joe Faggard Building, located on Bolivar Peninsula to a Chamber of Commerce submitted by Legal Services Manager
- \*30. Consideration of approval for the County Judge to sign the Hartford CrimeShield advanced renewal application for commercial, non-profit, and governmental entities submitted by Legal Services Manager
- \* Consideration of approval of the following budget amendments submitted by Professional Services:
  - \*31. BA 26-64-0116-A  
Human Resources- Request transfer from within Human Resources - Various Spend Categories to Various Spend Categories to fund personnel adjustment
  - \*32. BA 26-65-0116-B  
Emergency Management- Consideration of approval of personnel budget adjustments for Emergency Management
  - \*33. PM 26-01-0116-A  
Public Health- Consideration of approval for Behavior Health Observation Unit project budget
  - \*34. PM 26-02-0116-B  
Beach and Parks Department- Consideration of approval to close the completed Bayside Regional Park project and establish the La Salle Park Improvements - Concessions and Jack Brook Park Improvements projects
  - \*35. PM 26-03-0116-C  
Road & Bridge Department- Consideration of approval for Port Bolivar Frenchtown Road improvements project budget

**Action Agenda**

**Purchasing**

36. Consideration to award RFQ 25-079 Professional Services for Future Engineering Projects

**Right of Way**

37. Receive public comments on Replat of Lot 4 of GKK Estates Subdivision
38. Consideration of approval, approval with conditions or disapprove of Replat of Lot 4 of GKK Estates Subdivision

**General Counsel**

**a. Break into Executive Session:**

**b. Executive Session:**

Texas Government Code Section 551.071, Consultation with Attorney: the Commissioners Court will enter into an executive session as permitted under the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, pursuant to Section 551.071 of the Government Code to seek the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas- clearly conflicts with the Open Meetings Act relating to each of the following items:

- b.39. D.S., EEOC Charge 460-2025-08579
- b.40. L.D., EEOC Charge 460-2024-08935
- b.41. Claimant Ethan Dick
- b.42. Claimant Maya Phoenix
- b.43. Claimant Roger Bellew

**c. Executive Session:**

Texas Government Code Section 551.074, Personnel Matters: the Commissioners Court will enter into executive session as permitted under the Open Meetings Act, Chapter 551 of the Texas Government Code, pursuant to Section 551.074 of the Texas Government Code, Personnel Matters: to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:

- c.44.** Chief Financial Officer  
Chief Information Officer  
Chief Public Defender  
County Engineer  
Director of Facilities  
Director of Grants Administration  
Director of Human Resources  
Director of Parks & Cultural Services  
Director of Personal Bond/Collections  
Director of Road & Bridge  
Mosquito Control Manager

**d. Reconvene into Special Meeting**

**Adjourn**

**Appearances before Commissioners Court**

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

**Executive Sessions**

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

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# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*1.**

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Approval of the accounts payable checks dated 1/16/2026

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	1/7/26 11:39 am



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*2.**

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Order for payroll ending 1/14/2026 bi-weekly #2

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	1/7/26 12:12 pm



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*3.**

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Order for supplemental payroll period ending 1/14/2026 bi-weekly #2

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	1/7/26 12:13 pm



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*4.**

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Quarterly audit report of the payroll audit for period of 7/1/2024 - 9/30/2024

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	1/7/26 12:46 pm

# GALVESTON COUNTY



## Office of the County Auditor

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

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5300

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

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January 16, 2026

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

Honorable Mark A. Henry and Members of the Court:

Attached to be received and filed is the quarterly audit report of the payroll audit that covered the period July 1, 2024 to September 30, 2024 (biweekly #14, 2024 to biweekly #19, 2024).

Sincerely,

*Sergio Cruz*

Sergio Cruz  
County Auditor

cc: Christie Motogbe CPA, First Assistant County Auditor  
Diana Huallpa, Department of Professional Services  
Rebecca Gilliam, Department of Human Resources  
Misty Witmer, Department of Information Technology

Attachment: Quarterly Payroll Audit Report – FY 2024 Quarter 4

# GALVESTON COUNTY



## Office of the County Auditor

Sergio Cruz  
County Auditor

Christie Motogbe, CPA  
First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5300

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

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

**From:** Sergio Cruz *SC*  
County Auditor

**Date:** December 30, 2025

**CC:** Christie Motogbe CPA, First Assistant County Auditor  
Diana Huallpa, Department of Professional Services  
Rebecca Gilliam, Department of Human Resources  
Misty Witmer, Department of Information Technology

**Re:** FY 2024 Quarter 4 Payroll Review, Biweekly # 14, 2024 – Biweekly # 19, 2024

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### Introduction

The Galveston County Auditor's Office, with the assistance of Professional Services and Human Resources, has examined the Biweekly Payroll in accordance with Local Government Code §115. The internal audit covered the period July 1, 2024 through September 30, 2024 (PP14 – PP19).

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

- Reliability and integrity of the information
- Preventing and/or detecting fraud
- Minimizing errors

As the internal audit was not a detailed examination of all transactions, there is a risk that errors or fraud may not be detected. However, our internal audit was performed with objectivity and due professional care.

The total funded payroll for the audit period was \$26,775,710.24.

### Personnel and Bank Information

When there is a new hire, termination, promotion, transfer, reclassification or salary increase/decrease, a Personnel Action Request form, signed by the Department Head, must be submitted. When an employee decides to have their payroll check deposited via electronic funds transfer, an appropriate form reflecting the banking information, signed by the employee, must be submitted. Human Resources uses these forms to update information in the county's financial system, ONESolution. Personnel and bank information is recorded in the Human Resources module of ONESolution by Human Resources personnel, then flows through the system to the Payroll module. Internal Audit reviewed changes to personnel and bank information to ensure adequate support documentation was provided, changes were recorded completely and accurately in ONESolution and information flowed through the system as configured.

- Testing detected 7 data entry errors. All were corrected prior to the release of payroll. The absolute value of financial impact was \$50.00.

- Testing detected 3 benefit assignments not closed for terminated employees, attributed to a system error with ONESolution per Human Resources. Both were corrected prior to the release of payroll. The absolute value of financial impact was \$0.00.
- Changes made to electronic funds transfer were verified by Human Resources.
- Electronic funds transfers flowed through the system as configured.

### **Contributions and Deductions**

A contribution is the portion of benefit expenses that Galveston County covers as a courtesy for employees and a deduction is the portion of benefit expenses that an employee must pay in order to receive the benefit. There are mandatory and optional benefits. Mandatory benefits are administrated directly by the county and include benefits such as retirement benefits (TCDRS and AUL), State Unemployment Insurance and Medicare. Optional benefits are administrated by APEX who provides a list of employee-selected benefits to Galveston County. Internal Audit reviewed payroll records for the audit period to ensure all benefit deductions and contributions were recorded accurately and completely in ONESolution.

- 3 exceptions were noted in the review of the mandatory benefits for all employees. The exceptions were corrected prior to payroll being released. The absolute value of financial impact was \$945.53.
- 156 exceptions were noted in the review of the optional contributions and deductions for all eligible employees. All were corrected prior to payroll being released. The absolute value of financial impact was \$13,156.90.

### **Timesheets**

As of November 28, 2019, employees are required to use TimeClockPlus to record and track their time. At the end of each pay period, Professional Services exports all timesheet activity from TimeClockPlus and uploads the data into ONESolution. Internal Audit reviewed the bi-weekly TimeClockPlus and ONESolution exports for the audit period.

- No duplicate timesheets were detected.
- 50 exceptions were noted in the review of employees with more or less than their expected hours. All were corrected prior to payroll being released. The absolute value of financial impact was \$38,058.92.
- District Attorney longevity pay was accurately paid to appropriate employees.
- 2 exceptions were noted in the review of all active employees who received \$0 net pay in a pay period. All were corrected prior to payroll being released. The absolute value of financial impact was \$210.93.
- No employees were set up to receive overtime pay without having worked at least 40 hours in the pay period.
- 6 exceptions were noted in the review of FMLA time used during the period. All were corrected prior to payroll being released. The absolute value of financial impact was \$1,370.81.
- No employees were set up to receive both salary and hourly pay in a single pay period.
- 1 employee with exempt status was set up to receive overtime pay. This was corrected prior to payroll being released. The absolute value of financial impact was \$682.50.

### **Recalculations**

ONESolution's Payroll module is configured to perform numerous calculations while processing payroll. Internal Audit reviewed the accuracy of the below payroll calculations.

- No exceptions were noted for gross pay (hours worked multiplied by the pay rates).
- No exceptions were noted for ratios between annual, biweekly and hourly pay.
- No exceptions were noted for law enforcement longevity pay calculations for eligible employees.
- 27 exceptions were noted in the review of compensatory time in excess of county policy. All excess hours were paid out to the employees in compliance with county policy prior to payroll being released. The absolute value of financial impact was \$6,291.32.
- 7 exceptions were noted in the review of payouts for terminated employees. All exceptions were corrected prior to payroll being released. The absolute value of financial impact was \$17,623.18.

### **Holiday and Vacation Paid Leave**

The Galveston County Human Resources Policy Manual, Policy HR008-Time-Off Holiday, states employees shall be allowed such holiday paid leave as is annually authorized by Commissioners Court, immediately upon hire. Policy HR008-Time-Off Vacation states employees shall accrue vacation paid leave based on their years of service. Holiday and vacation paid leave are recorded in the Human Resources module of ONESolution by Human Resources personnel. Internal Audit reviewed the holiday and vacation paid leave recorded in ONESolution to ensure compliance with the Human Resources Policy manual.

- 6 exceptions were noted for the audit period, attributed to system errors with ONESolution per Human Resources. All were corrected prior to payroll being released. The absolute value of financial impact was \$1,597.80.

### **Miscellaneous Testing**

Internal Audit performs other miscellaneous tests to help detect errors or potentially fraudulent activity related to payroll.

- No inactive personnel received pay.
- 1 exception was noted in the review of active employees not receiving pay. The exception was corrected prior to payroll being released. The absolute value of financial impact was \$197.12.
- No exceptions were noted in the review of general ledger continuity.
- 2 exceptions were noted in the review of general ledger validity. Both were corrected prior to payroll being released. The absolute value of financial impact was \$0.00.

The Auditor's Office continues to work with Professional Services, Human Resources and Information Technology to monitor each payroll, with the intent to reduce the number of payroll errors. We would like to thank the staff of all three offices for their cooperation.



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*5.**

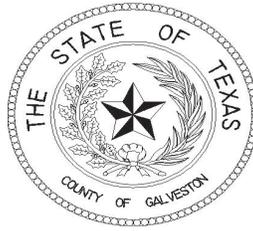
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Quarterly audit report of the payroll audit for period of 10/1/2024 - 9/30/2025

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	1/7/26 1:12 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, 4<sup>th</sup> Floor, Galveston, TX 77550

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January 16, 2026

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

Honorable Mark A. Henry and Members of the Court:

Attached to be received and filed is the quarterly audit report of the payroll audit that covered the period October 1, 2024 to September 30, 2025 (biweekly #20, 2024 to biweekly #20, 2025).

Sincerely,

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

Sergio Cruz  
County Auditor

cc: Christie Motogbe CPA, First Assistant County Auditor  
Diana Huallpa, Department of Professional Services  
Rebecca Gilliam, Department of Human Resources  
Misty Witmer, Department of Information Technology

Attachment: FY2025 Payroll 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, 4<sup>th</sup> Floor, Galveston, TX 77550

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

**From:** Sergio Cruz *SC*  
County Auditor

**Date:** December 30, 2025

**CC:** Christie Motogbe CPA, First Assistant County Auditor  
Diana Huallpa, Department of Professional Services  
Rebecca Gilliam, Department of Human Resources  
Misty Witmer, Department of Information Technology

**Re:** FY 2025 Payroll Review, Biweekly # 20, 2024 – Biweekly # 20, 2025

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### Introduction

The Galveston County Auditor's Office, with the assistance of Professional Services and Human Resources, has examined the Biweekly Payroll in accordance with Local Government Code §115. The internal audit covered the period October 1, 2024 through September 30, 2025.

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

- Reliability and integrity of the information
- Preventing and/or detecting fraud
- Minimizing errors

As the internal audit was not a detailed examination of all transactions, there is a risk that errors or fraud may not be detected. However, our internal audit was performed with objectivity and due professional care.

The average total funded payroll for the audit period was \$4,696,343.85.

### Personnel and Bank Information

In ONESolution, when there was a new hire, termination, promotion, transfer, reclassification or salary change, a Personnel Action Request form, signed by the Department Head, was submitted. When an employee elected to have their payroll check deposited via electronic funds transfer, an appropriate form reflecting the banking information, signed by the employee, was submitted. Human Resources used these forms to update information in ONESolution. Personnel and bank information was recorded in the Human Resources module of ONESolution by Human Resources personnel, then flowed through the system to the Payroll module. Internal Audit reviewed changes to personnel and bank information to ensure adequate support documentation was provided, changes were recorded completely and accurately in ONESolution and information flowed through the system as configured.

- Testing detected 4 data entry errors. All were corrected prior to the release of payroll. The absolute value of financial impact was \$0.00.

- Testing detected 2 benefit assignments not closed for terminated employees, attributed to a system error with ONESolution per Human Resources. Both were corrected prior to the release of payroll. The absolute value of financial impact was \$0.00.
- Changes made to electronic funds transfers were verified by Human Resources.
- Electronic funds transfers flowed through the system as configured.

In Workday, the above processes are no longer manually entered by Human Resources, but are now entered by the employees (for personal information including banking information) or by managers (for personnel actions). Due to these changes, Internal Audit is no longer able to compare data entered to a Personnel Action Request form or Authorization Agreement for Automatic Deposits form since these forms are no longer used.

### **Contributions and Deductions**

A contribution is the portion of benefit expenses that Galveston County covers as a courtesy for employees and a benefit deduction is the portion of benefit expenses that an employee must pay in order to receive the benefit. There are mandatory and optional benefits. Mandatory benefits are administrated directly by the county and include benefits such as retirement benefits (TCDRS and AUL), State Unemployment Insurance and Medicare. Optional benefits are administrated by a third-party benefits administrator who provides a list of employee-selected benefits to Galveston County. Internal Audit reviewed payroll records for the audit period to ensure all benefit deductions and contributions were recorded accurately and completely in ONESolution. In Workday, the optional benefits are no longer sent in a file by the benefits administrator to be uploaded into the financial system; these benefits are now populated by integrations. Due to this change, the optional benefits are no longer able to be compared to the system since there is no longer an external file that can be used to compare with the system.

- 122 exceptions were noted in the review of the mandatory benefits for all employees. The exceptions were corrected prior to payroll being released. The absolute value of financial impact was \$164,840.29.
- 49 exceptions were noted in the review of the optional contributions and deductions for all eligible employees in ONESolution. All were corrected prior to payroll being released. The absolute value of financial impact was \$3,181.51.
- 2 exceptions were noted in the review of changes to voluntary retirement accounts in Workday. The errors were corrected prior to payroll being released. The absolute value of financial impact was \$250.00.

### **Timesheets (ONESolution)**

Prior to Workday, at the end of each pay period, Professional Services exported all timesheet activity from TimeClockPlus and uploaded the data into ONESolution. Internal Audit reviewed the bi-weekly TimeClockPlus and ONESolution exports for the audit period.

- Payroll check stubs were reconciled to the TimeClockPlus timesheets export. No exceptions were noted.
- No duplicate timesheets were detected.
- 26 exceptions were noted in the review of employees with more or less than their expected hours. All were corrected prior to payroll being released. The absolute value of financial impact was \$21,174.69.
- District Attorney longevity pay was accurately paid to appropriate employees.
- 3 exceptions were noted in the review of all active employees who received \$0 net pay in a pay period. All were corrected prior to payroll being released. The absolute value of financial impact was \$149.69.
- No employees were set up to receive overtime pay without having worked at least 40 hours in the pay period.
- 1 exception was noted in the review of FMLA time used during the period. The error was corrected prior to payroll being released. The absolute value of financial impact was \$94.50.
- No employees were set up to receive both salary and hourly pay in a single pay period.
- 1 employee with exempt status was set up to receive overtime pay. This was corrected prior to payroll being released. The absolute value of financial impact was \$210.39.

- No exceptions were noted for gross pay (hours worked multiplied by the pay rates).
- No exceptions were noted for ratios between annual, biweekly and hourly pay.

### **Pay Components (Workday)**

In Workday, a pay component is a fundamental element in payroll processing that includes earnings and related calculations. It is used to determine the total compensation for a worker during a specific pay period. Internal Audit performs various tests on the pay components in order to identify potential errors in employee hours and calculations.

- 133 exceptions were noted in the review of employees with more or less than their expected hours. All were corrected prior to payroll being released. The absolute value of financial impact was \$58,397.42.
- District Attorney longevity pay was accurately paid to appropriate employees.
- 36 exceptions were noted in the review of Law Enforcement longevity pay. All were corrected prior to payroll being released. The absolute value of financial impact was \$21,906.84.
- 4 exceptions were noted in the review of Certification Pay for Law Enforcement employees. All were corrected prior to payroll being released. The absolute value of financial impact was \$346.15.
- 1 exception was noted in the review of auto allowance for an elected official. The error was corrected prior to payroll being released. The absolute value of financial impact was \$2,616.40.
- 21 exceptions were noted in the review of all active employees who received \$0 net pay in a pay period. All were corrected prior to payroll being released. The absolute value of financial impact was \$19,763.03.
- No employees were set up to receive overtime pay without having worked at least 40 hours in the pay period.
- 3 employees with exempt status were set up to receive overtime pay. The errors were corrected prior to payroll being released. The absolute value of financial impact was \$3,440.82.
- 4 exceptions were noted in the review of unexpected changes between the first pay calculation and the second pay calculation. All were corrected prior to release of payroll. The absolute value of financial impact was \$870.91.

### **Holiday Pay**

The Galveston County Human Resources Policy Manual, Policy HR008-Time-Off Holiday, states employees shall be allowed such holiday paid leave as is annually authorized by Commissioners Court, immediately upon hire. Internal Audit reviewed holiday pay to ensure compliance with the Human Resources Policy manual.

- 29 exceptions were noted for the audit period. All were corrected prior to payroll being released. The absolute value of financial impact was \$35,603.46.

### **Vacation, Sick Leave, and Compensatory Payouts**

The Galveston County Human Resources Policy Manual, Policy HR008-Time-Off Vacation states employees hired prior to October 1, 2011 are paid accumulated vacation leave up to the maximum permitted and employees hired after October 1, 2011 are paid accumulated vacation leave up to 120 hours upon separation from the county. The Galveston County Human Resources Policy Manual, Policy HR008-Time-Off Sick Leave states employees hired prior to October 1, 2011 and who retire under TCDRS or AUL are paid one-half awarded unused sick leave and employees hired after October 1, 2011 are not paid for unused sick leave upon separation from the county. The Galveston County Human Resources Policy Manual, Policy HR009-Salary Administration Policy states employees who exceed compensatory accrual of 80 hours or 160 hours (for Law Enforcement) will be paid for the overage. Internal Audit reviewed payouts to terminated employees and for excess compensatory time to ensure compliance with the Human Resources Policy manual.

- 35 exceptions were noted in the review of sick and vacation payouts. The errors were corrected prior to payroll being released. The absolute value of financial impact was \$99,834.63.
- 29 exceptions were noted in the review of compensatory time in excess of county policy. All excess hours were paid out to the employees in compliance with county policy prior to payroll being released. The absolute value of financial impact was \$73,140.68.

### **Miscellaneous Testing**

Internal Audit performs other miscellaneous tests to help detect errors or potentially fraudulent activity related to payroll.

- 8 exceptions were noted in the review of active employees not receiving pay. All were corrected prior to payroll being released. The absolute value of financial impact was \$6,139.50.
- 6 exceptions were noted in the review of exempt employees missing salary pay. All were corrected prior to payroll being released. The absolute value of financial impact was \$16,377.55.
- 12 exceptions were noted in the review of general ledger validity. All were corrected prior to payroll being released. The absolute value of financial impact was \$181.09.

The Auditor's Office continues to work with Professional Services, Human Resources and Information Technology to monitor each payroll, with the intent to reduce the number of payroll errors. We would like to thank the staff of all three offices for their cooperation.



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*6.**

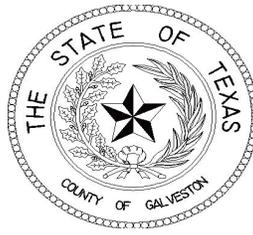
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FY 2025 Chapter 59 Asset Forfeiture Report for Blake Patton, Constable Precinct 1, for period of 10/1/2024 - 9/30/2025

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	1/8/26 4:10 pm

# GALVESTON COUNTY



## Office of the County Auditor

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

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5300

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

---

January 16, 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 FY 2025 Chapter 59 Asset Forfeiture Report for Blake Patton, Constable Precinct 1, due to the state no later than 60 days after the county fiscal year. The report covers the period of October 1, 2024 through September 30, 2025. As required by statute, the report has been submitted to the Office of the Attorney General.

Sincerely,

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

Sergio Cruz  
County Auditor

cc: Blake Patton, Galveston County Constable, Precinct 1

Attachment: FY 2025 Chapter 59 Asset Forfeiture Report



# KEN PAXTON

ATTORNEY GENERAL *of* TEXAS

## CHAPTER 59 ASSET FORFEITURE REPORT BY LAW ENFORCEMENT AGENCY

### Agency Information

---

#### Agency Information

---

Year:	2025	Agency Name:	<a href="#">Galveston County Constable Precinct 1</a>
Agency Mailing Street:		City:	Bacliff
PO BOX 8327		State:	TX
ZIP:	77518	Phone Number:	(281) 316-8806
County:	Galveston	Agency Fiscal Ending Month:	September
Agency Fiscal Beginning Month:	October		

### I. Seized Funds

---

**Do not include federal seizures and/or forfeitures on this form. This form is only for those seizures and/or forfeitures made pursuant to Chapter 59 of the Texas Code of Criminal Procedure.**

#### **Seized Funds Pursuant to Chapter 59**

*Funds that have been seized but have not yet been awarded/forfeited to your agency by the judicial system.*

A) Beginning Balance: \$0.00

#### **B) Seizures During Reporting Period**

*Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency (E.G. seizing officer's affidavit).*

1) Amount seized and retained in your agency's custody: \$26,297.00

2) Amount seized and transferred to the District Attorney pending forfeiture: \$0.00

3) Total Seizures - This field will be auto-calculated when you SAVE or switch sections: \$26,297.00

C) Interest Earned on Seized Funds During Reporting Period: \$4.74

D) Amount Returned to Defendants/Respondents: \$0.00

E) Amount Transferred to Forfeiture Account: \$0.00

F) Other Reconciliation Items (Must provide detail in box below): \$0.00

Description:

G) Ending Balance - This field will be auto-calculated when you SAVE or switch sections: \$26,301.74

Ending Balance - Mailed Form:

## II. Forfeited Funds & Other Court Awards

---

### **Forfeited Funds and Other Court Awards Pursuant to Chapter 59**

*Funds awarded to your agency by the judicial system and which are available to spend.*

A) Beginning Balance: \$0.00

B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period: \$0.00

C) Interest Earned on Forfeited Funds During Reporting Period: \$0.00

D) Amount Awarded Pursuant to 59.022: \$0.00

E) Amount Awarded Pursuant to 59.023: \$0.00

F) Proceeds Received by Your Agency From Sale of Forfeited Property: \$0.00

G) Amount Returned to Crime Victims: \$0.00

H) Other Reconciliation Items (Must provide detail in box below): \$0.00

Description:

I) Total Expenditures of Forfeited Funds During Reporting Period. This field will be auto-calculated once section VI has been completed and you save or switch sections.: \$0.00

J) Ending Balance - This field will be auto-calculated when you SAVE or switch sections.: \$0.00

I) Total Expenditure from Mailed Form:

J) Ending Balance from Mailed Form:

### III. Other Property

---

**Other Property**

List the number of items seized for each category. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (F) in the reporting year in which the proceeds are received. Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.

**A) Motor Vehicles (Include cars, motorcycles, tractor trailers,etc.)**

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

**B) Real Property (Count each parcel seized as one item)**

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

**C) Computers (Include computer and attached system components, such as printers and monitors, as one item)**

Please note - this should be a number not a currency amount. For example, 4 computers seized, 3 computers forfeited and 0 computers put into use.

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

**D) Firearms (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18)**

Please note - this should be a number not a currency amount. For example, 4 firearms seized, 3 firearms forfeited, 0 firearms put into use.

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

**E) Other Property**

Please note - this should be a number not a currency amount. For example, 4 lots of tools seized, 3 lots of tools forfeited, 0 lots of tools put into use.

Description	Seized	Forfeited To Agency	Returned to Defendants/Respondents	Put into use by Agency
-------------	--------	---------------------	------------------------------------	------------------------

## IV. Forfeited Property Received

---

### **Forfeited Property Received From Another Agency**

*Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.*

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

## V. Forfeited Property Transferred/Loaned

---

### **Forfeited Property Transferred or Loaned to Another Agency**

*Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.*

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

## VI. Expenditures: A - D

---

### A) Salaries

- 1) Increase of Salary, Expense  
or Allowance for Employees \$0.00  
(Salary Supplements):
- 2) Salary Budgeted Solely \$0.00  
From Forfeited Funds:
- 3) Number of Employees Paid 0  
Using Forfeiture Funds:
  
- 4) TOTAL SALARIES PAID  
OUT OF CHAPTER 59 \$0.00  
FUNDS:

Total Salaries from Mailed  
Form:

### B) Overtime

- 1) For Employees Budgeted by \$0.00  
Governing Body:
- 2) For Employees Budgeted \$0.00  
Solely out of Forfeiture Funds:
- 3) Number of Employees Paid 0  
Using Forfeiture Funds:
  
- 4) TOTAL OVERTIME PAID  
OUT OF CHAPTER 59 \$0.00  
FUNDS:

Total Overtime from Mailed  
Form:

### C) Equipment

- 1) Vehicles: \$0.00
- 2) Computers: \$0.00
- 3) Firearms, Protective Body \$0.00  
Armor, Personal Equipment:
- 4) Furniture: \$0.00
- 5) Software: \$0.00
- 6) Maintenance Costs: \$0.00

- 7) Uniforms: \$0.00
- 8) K9 Related Costs: \$0.00
- 9) Other (Must provide detail in box below): \$0.00

Description:

10) TOTAL EQUIPMENT  
PURCHASED WITH \$0.00  
CHAPTER 59 FUNDS:

Total Equipment from Mailed  
Form:

**D) Supplies**

- 1) Office Supplies: \$0.00
- 2) Mobile Phone and Data Account Fees: \$0.00
- 3) Internet: \$0.00
- 4) Other (Must provide detail in box below): \$0.00

Description:

5) TOTAL SUPPLIES  
PURCHASED WITH \$0.00  
CHAPTER 59 FUNDS:

Total Supplies from Mailed  
Form:

## VI. Expenditures: E

---

**E) Travel**

**1) In State Travel**

- a) Transportation: \$0.00
- b) Meals & Lodging: \$0.00
- c) Mileage: \$0.00

d) Incidental Expenses: \$0.00

e) Total In State Travel: \$0.00

Total In State Travel from  
Mailed Form:

**2) Out of State Travel**

a) Transportation: \$0.00

b) Meals & Lodging: \$0.00

c) Mileage: \$0.00

d) Incidental Expenses: \$0.00

e) Total Out of State Travel: \$0.00

Total Out of State Travel from  
Mailed Form:

**3) Total Travel Paid Out of Chapter 59 Funds**

Total Travel Paid Out of  
Chapter 59 Funds: \$0.00

Total Travel from Mailed Form:

## VI. Expenditures: F - G

---

**F) Training**

1) Fees (Conferences,  
Seminars): \$0.00

2) Materials (Books, CDs,  
Videos, etc.): \$0.00

3) Other (Must provide detail in  
box below): \$0.00

Description:

4) TOTAL TRAINING PAID  
OUT OF CHAPTER 59 FUNDS: \$0.00

Total Training from Mailed  
Form:

**G) Investigative Costs**

- 1) Informant Costs: \$0.00
- 2) Buy Money: \$0.00
- 3) Lab Expenses: \$0.00
- 4) Other (Must provide detail in  
box below): \$0.00

Description:

5) TOTAL INVESTIGATIVE  
COSTS PAID OUT OF \$0.00  
CHAPTER 59 FUNDS:

Total Investigative Costs from  
Mailed Form:

## VI. Expenditures: H - N

---

**H) Prevention / Treatment Programs / Financial Assistance / Donation**

1) Total Prevention/Treatment  
Programs (pursuant to 59.06 \$0.00  
(d-3(6), (h), (j) ):

2) Total Financial Assistance  
(pursuant to Articles 59.06 (n) \$0.00  
and (o) ):

3) Total Donations (pursuant to  
Articles 59.06 (d-2)): \$0.00

4) Total scholarships to  
children of officers killed in the \$0.00  
line of duty (pursuant to Article  
59.06 (r)):

5) TOTAL  
PREVENTION/TREATMENT  
PROGRAMS/FINANCIAL  
ASSISTANCE/DONATIONS  
(Pursuant to Articles 59.06 \$0.00  
(d-3(6)), (h), (j), (n), (o), (d-2),

(r) - This field will be auto-calculated when you SAVE or switch sections:

Total  
PREVENTION/TREATMENT  
PROGRAMS/FINANCIAL  
ASSISTANCE/DONATIONS  
from Mailed Form:

**I) Facility Costs**

- 1) Building Purchase: \$0.00
- 2) Lease Payments: \$0.00
- 3) Remodeling: \$0.00
- 4) Maintenance Costs: \$0.00
- 5) Utilities: \$0.00
- 6) Other (Must provide detail in box below): \$0.00

Description:

7) TOTAL FACILITY COSTS  
PAID OUT OF CHAPTER 59 FUNDS: \$0.00

Total Facility Costs from  
Mailed Form:

**J) Miscellaneous Fees**

- 1) Court Costs: \$0.00
- 2) Filing Fees: \$0.00
- 3) Insurance: \$0.00
- 4) Witness Fees (including travel and security): \$0.00
- 5) Audit Costs and Fees (including audit preparation and professional fees): \$0.00
- 6) Other (Must provide detail in box below): \$0.00

Description:

7) Total Miscellaneous Fees  
Paid Out of Chapter 59 Funds

\$0.00

- This will be auto-calculated  
when you SAVE or switch  
sections:

Total Miscellaneous Costs  
from Mailed Form:

**K) Paid to State Treasury / General Fund / Health & Human Services Commission**

1) Total paid to State Treasury  
due to lack of local agreement \$0.00  
pursuant to 59.06 (c):

2) Total paid to State Treasury  
due to participating in task \$0.00  
force not established in  
accordance with 59.06 (q)(1):

3) Total paid to General Fund  
pursuant to 59.06 (c-3) (C) \$0.00  
(Texas Department of Public  
Safety only):

4) Total forfeiture funds  
transferred to the Health and \$0.00  
Human Services Commission  
pursuant to 59.06 (p):

5) TOTAL PAID TO STATE  
TREASURY/ GENERAL \$0.00  
FUND/ HEALTH & HUMAN  
SERVICES COMMISSION  
OUT OF CHAPTER 59  
FUNDS:

Total Paid to State  
Treasury/General fund/ Health  
& Human Services  
Commission from Mailed  
Form:

**L) Total Paid to Cooperating Agency(ies) Pursuant to Local Agreement**

TOTAL PAID TO  
COOPERATING \$0.00  
AGENCY(IES) PURSUANT  
TO LOCAL AGREEMENT:

**M) Total Other Expenses Paid Out of Chapter 59 Funds Which Are Not Accounted For In Previous Categories**

TOTAL OTHER EXPENSES  
PAID OUT OF CHAPTER 59  
FUNDS WHICH ARE NOT \$0.00  
ACCOUNTED FOR IN  
PREVIOUS CATEGORIES  
(Must provide detail in box  
below):

Description:

## N) Total Expenditures

TOTAL EXPENDITURES: \$0.00

Total Expenditures from Mailed  
Form:

## Financial Professional Signature

---

*After signing and pressing "Save", using your email address and password account access, and pursuant to the terms of service, you certify that you swear or affirm that the Commissioners Court, City Council or Head of Agency (if no governing body) has requested that you conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, you believe that the information contained in this report is true and correct to the best of your Knowledge.*

Do you acknowledge the  
above terms : Yes

Typed Name of  
Auditor/Treasurer/Accounting Sergio Cruz  
Professional/Preparer::

Title: County Auditor

## Head of Agency Certification

---

*After signing and pressing "Submit" using your email address and password account access, and pursuant to the terms of service you swear or affirm, under penalty of perjury, that you have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. You further swear or affirm that, to the best of your knowledge, all expenditures reported herein were lawful and proper, and made in accordance with Texas law.*

Do you acknowledge the  
above terms : Yes

Year: 2025

Typed Name of Head of

Agency:: Blake Patton

Title: Constable

Date: 12/13/2025

Comments:



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*7.**

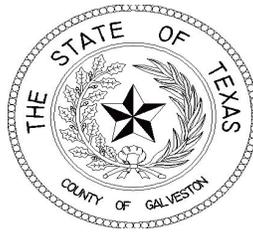
---

FY 2025 Chapter 59 Asset Forfeiture Report for Derreck Rose, Constable Precinct 3, for period of 10/1/2024 - 9/30/2025

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	1/8/26 5:06 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, 4<sup>th</sup> Floor, Galveston, TX 77550

---

January 16, 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 FY 2025 Chapter 59 Asset Forfeiture Report for Derreck Rose, Constable Precinct 3, due to the state no later than 60 days after the county fiscal year. The report covers the period of October 1, 2024 through September 30, 2025. As required by statute, the report has been submitted to the Office of the Attorney General.

Sincerely,

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

Sergio Cruz  
County Auditor

cc: Derreck Rose, Galveston County Constable, Precinct 3

Attachment: FY 2025 Chapter 59 Asset Forfeiture Report



# KEN PAXTON

ATTORNEY GENERAL *of* TEXAS

## CHAPTER 59 ASSET FORFEITURE REPORT BY LAW ENFORCEMENT AGENCY

### Agency Information

---

#### Agency Information

---

Year: 2025	Agency Name: <a href="#">Galveston County Constable Precinct 3</a>
Agency Mailing Street: 203 Vauthier Rd.	City: La Marque
ZIP: 77568	State: TX
County: Galveston	Phone Number: (409) 765-2937
Agency Fiscal Beginning Month: October	Agency Fiscal Ending Month: September

### I. Seized Funds

---

**Do not include federal seizures and/or forfeitures on this form. This form is only for those seizures and/or forfeitures made pursuant to Chapter 59 of the Texas Code of Criminal Procedure.**

#### **Seized Funds Pursuant to Chapter 59**

*Funds that have been seized but have not yet been awarded/forfeited to your agency by the judicial system.*

A) Beginning Balance: \$0.00

#### **B) Seizures During Reporting Period**

*Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency (E.G. seizing officer's affidavit).*

1) Amount seized and retained in your agency's custody: \$0.00

2) Amount seized and transferred to the District Attorney pending forfeiture: \$0.00

3) Total Seizures - This field will be auto-calculated when you SAVE or switch sections: \$0.00

C) Interest Earned on Seized Funds During Reporting Period: \$0.00

D) Amount Returned to Defendants/Respondents: \$0.00

E) Amount Transferred to Forfeiture Account: \$0.00

F) Other Reconciliation Items (Must provide detail in box below): \$0.00

Description:

G) Ending Balance - This field will be auto-calculated when you SAVE or switch sections: \$0.00

Ending Balance - Mailed Form:

## II. Forfeited Funds & Other Court Awards

---

### **Forfeited Funds and Other Court Awards Pursuant to Chapter 59**

*Funds awarded to your agency by the judicial system and which are available to spend.*

A) Beginning Balance: \$13,073.97

B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period: \$0.00

C) Interest Earned on Forfeited Funds During Reporting Period: \$4.54

D) Amount Awarded Pursuant to 59.022: \$0.00

E) Amount Awarded Pursuant to 59.023: \$0.00

F) Proceeds Received by Your Agency From Sale of Forfeited Property: \$0.00

G) Amount Returned to Crime Victims: \$0.00

H) Other Reconciliation Items (Must provide detail in box below): \$0.00

Description:

I) Total Expenditures of Forfeited Funds During Reporting Period. This field will be auto-calculated once section VI has been completed and you save or switch sections.: \$0.00

J) Ending Balance - This field will be auto-calculated when you SAVE or switch sections.: \$13,078.51

I) Total Expenditure from Mailed Form:

J) Ending Balance from Mailed Form:

### III. Other Property

---

**Other Property**

List the number of items seized for each category. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (F) in the reporting year in which the proceeds are received. Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.

**A) Motor Vehicles (Include cars, motorcycles, tractor trailers,etc.)**

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

**B) Real Property (Count each parcel seized as one item)**

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

**C) Computers (Include computer and attached system components, such as printers and monitors, as one item)**

Please note - this should be a number not a currency amount. For example, 4 computers seized, 3 computers forfeited and 0 computers put into use.

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

**D) Firearms (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18)**

Please note - this should be a number not a currency amount. For example, 4 firearms seized, 3 firearms forfeited, 0 firearms put into use.

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

**E) Other Property**

Please note - this should be a number not a currency amount. For example, 4 lots of tools seized, 3 lots of tools forfeited, 0 lots of tools put into use.

Description	Seized	Forfeited To Agency	Returned to Defendants/Respondents	Put into use by Agency
-------------	--------	---------------------	------------------------------------	------------------------

## IV. Forfeited Property Received

---

### **Forfeited Property Received From Another Agency**

*Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.*

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

## V. Forfeited Property Transferred/Loaned

---

### **Forfeited Property Transferred or Loaned to Another Agency**

*Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.*

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

## VI. Expenditures: A - D

---

### A) Salaries

- 1) Increase of Salary, Expense  
or Allowance for Employees \$0.00  
(Salary Supplements):
- 2) Salary Budgeted Solely \$0.00  
From Forfeited Funds:
- 3) Number of Employees Paid 0  
Using Forfeiture Funds:
  
- 4) TOTAL SALARIES PAID  
OUT OF CHAPTER 59 \$0.00  
FUNDS:

Total Salaries from Mailed  
Form:

### B) Overtime

- 1) For Employees Budgeted by \$0.00  
Governing Body:
- 2) For Employees Budgeted \$0.00  
Solely out of Forfeiture Funds:
- 3) Number of Employees Paid 0  
Using Forfeiture Funds:
  
- 4) TOTAL OVERTIME PAID  
OUT OF CHAPTER 59 \$0.00  
FUNDS:

Total Overtime from Mailed  
Form:

### C) Equipment

- 1) Vehicles: \$0.00
- 2) Computers: \$0.00
- 3) Firearms, Protective Body \$0.00  
Armor, Personal Equipment:
- 4) Furniture: \$0.00
- 5) Software: \$0.00
- 6) Maintenance Costs: \$0.00

- 7) Uniforms: \$0.00
- 8) K9 Related Costs: \$0.00
- 9) Other (Must provide detail in box below): \$0.00

Description:

10) TOTAL EQUIPMENT  
PURCHASED WITH \$0.00  
CHAPTER 59 FUNDS:

Total Equipment from Mailed  
Form:

**D) Supplies**

- 1) Office Supplies: \$0.00
- 2) Mobile Phone and Data Account Fees: \$0.00
- 3) Internet: \$0.00
- 4) Other (Must provide detail in box below): \$0.00

Description:

5) TOTAL SUPPLIES  
PURCHASED WITH \$0.00  
CHAPTER 59 FUNDS:

Total Supplies from Mailed  
Form:

## VI. Expenditures: E

---

**E) Travel**

**1) In State Travel**

- a) Transportation: \$0.00
- b) Meals & Lodging: \$0.00
- c) Mileage: \$0.00

d) Incidental Expenses: \$0.00

e) Total In State Travel: \$0.00

Total In State Travel from  
Mailed Form:

**2) Out of State Travel**

a) Transportation: \$0.00

b) Meals & Lodging: \$0.00

c) Mileage: \$0.00

d) Incidental Expenses: \$0.00

e) Total Out of State Travel: \$0.00

Total Out of State Travel from  
Mailed Form:

**3) Total Travel Paid Out of Chapter 59 Funds**

Total Travel Paid Out of  
Chapter 59 Funds: \$0.00

Total Travel from Mailed Form:

## VI. Expenditures: F - G

---

**F) Training**

1) Fees (Conferences,  
Seminars): \$0.00

2) Materials (Books, CDs,  
Videos, etc.): \$0.00

3) Other (Must provide detail in  
box below): \$0.00

Description:

4) TOTAL TRAINING PAID  
OUT OF CHAPTER 59 FUNDS: \$0.00

Total Training from Mailed  
Form:

**G) Investigative Costs**

- 1) Informant Costs: \$0.00
- 2) Buy Money: \$0.00
- 3) Lab Expenses: \$0.00
- 4) Other (Must provide detail in  
box below): \$0.00

Description:

5) TOTAL INVESTIGATIVE  
COSTS PAID OUT OF \$0.00  
CHAPTER 59 FUNDS:

Total Investigative Costs from  
Mailed Form:

## VI. Expenditures: H - N

---

**H) Prevention / Treatment Programs / Financial Assistance / Donation**

- 1) Total Prevention/Treatment  
Programs (pursuant to 59.06 \$0.00  
(d-3(6), (h), (j) ):
- 2) Total Financial Assistance  
(pursuant to Articles 59.06 (n) \$0.00  
and (o) ):
- 3) Total Donations (pursuant to \$0.00  
Articles 59.06 (d-2)):
- 4) Total scholarships to  
children of officers killed in the \$0.00  
line of duty (pursuant to Article  
59.06 (r)):

5) TOTAL  
PREVENTION/TREATMENT  
PROGRAMS/FINANCIAL  
ASSISTANCE/DONATIONS  
(Pursuant to Articles 59.06 \$0.00  
(d-3(6)), (h), (j), (n), (o), (d-2),

(r) - This field will be auto-calculated when you SAVE or switch sections:

Total  
PREVENTION/TREATMENT  
PROGRAMS/FINANCIAL  
ASSISTANCE/DONATIONS  
from Mailed Form:

**I) Facility Costs**

- 1) Building Purchase: \$0.00
- 2) Lease Payments: \$0.00
- 3) Remodeling: \$0.00
- 4) Maintenance Costs: \$0.00
- 5) Utilities: \$0.00
- 6) Other (Must provide detail in box below): \$0.00

Description:

7) TOTAL FACILITY COSTS  
PAID OUT OF CHAPTER 59 FUNDS: \$0.00

Total Facility Costs from  
Mailed Form:

**J) Miscellaneous Fees**

- 1) Court Costs: \$0.00
- 2) Filing Fees: \$0.00
- 3) Insurance: \$0.00
- 4) Witness Fees (including travel and security): \$0.00
- 5) Audit Costs and Fees (including audit preparation and professional fees): \$0.00
- 6) Other (Must provide detail in box below): \$0.00

Description:

7) Total Miscellaneous Fees  
Paid Out of Chapter 59 Funds

\$0.00

- This will be auto-calculated  
when you SAVE or switch  
sections:

Total Miscellaneous Costs  
from Mailed Form:

**K) Paid to State Treasury / General Fund / Health & Human Services Commission**

1) Total paid to State Treasury  
due to lack of local agreement \$0.00  
pursuant to 59.06 (c):

2) Total paid to State Treasury  
due to participating in task \$0.00  
force not established in  
accordance with 59.06 (q)(1):

3) Total paid to General Fund  
pursuant to 59.06 (c-3) (C) \$0.00  
(Texas Department of Public  
Safety only):

4) Total forfeiture funds  
transferred to the Health and \$0.00  
Human Services Commission  
pursuant to 59.06 (p):

5) TOTAL PAID TO STATE  
TREASURY/ GENERAL \$0.00  
FUND/ HEALTH & HUMAN  
SERVICES COMMISSION  
OUT OF CHAPTER 59  
FUNDS:

Total Paid to State  
Treasury/General fund/ Health  
& Human Services  
Commission from Mailed  
Form:

**L) Total Paid to Cooperating Agency(ies) Pursuant to Local Agreement**

TOTAL PAID TO  
COOPERATING \$0.00  
AGENCY(IES) PURSUANT  
TO LOCAL AGREEMENT:

**M) Total Other Expenses Paid Out of Chapter 59 Funds Which Are Not Accounted For In Previous Categories**

TOTAL OTHER EXPENSES  
PAID OUT OF CHAPTER 59  
FUNDS WHICH ARE NOT \$0.00  
ACCOUNTED FOR IN  
PREVIOUS CATEGORIES  
(Must provide detail in box  
below):

Description:

## N) Total Expenditures

TOTAL EXPENDITURES: \$0.00

Total Expenditures from Mailed  
Form:

## Financial Professional Signature

---

*After signing and pressing "Save", using your email address and password account access, and pursuant to the terms of service, you certify that you swear or affirm that the Commissioners Court, City Council or Head of Agency (if no governing body) has requested that you conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, you believe that the information contained in this report is true and correct to the best of your Knowledge.*

Do you acknowledge the  
above terms : Yes

Typed Name of  
Auditor/Treasurer/Accounting Sergio Cruz  
Professional/Preparer::

Title: County Auditor

## Head of Agency Certification

---

*After signing and pressing "Submit" using your email address and password account access, and pursuant to the terms of service you swear or affirm, under penalty of perjury, that you have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. You further swear or affirm that, to the best of your knowledge, all expenditures reported herein were lawful and proper, and made in accordance with Texas law.*

Do you acknowledge the  
above terms : Yes

Year: 2025

Typed Name of Head of

Agency:: Derreck W. Rose

Title: Constable

Date: 11/20/2025

Comments:



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*8.**

---

FY 2025 Chapter 59 Asset Forfeiture Report of the District Attorney's Office for period of  
9/1/2024 - 8/31/2025

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	1/8/26 5:11 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, 4<sup>th</sup> Floor, Galveston, TX 77550

---

January 16, 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 Audited FY 2025 Chapter 59 Asset Forfeiture Report of the District Attorney's Office due to the state no later than 60 days after the state fiscal year. The audit was completed by the Auditor's Office for the Galveston County District Attorney's Office. The report covers the period of September 1, 2024 to August 31, 2025. As required by statute, the report has been submitted to the Office of the Attorney General.

Sincerely,

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

Sergio Cruz  
County Auditor

cc: Kenneth Cusick, Galveston County District Attorney

Attachment: FY 2025 Chapter 59 Asset Forfeiture Report



# KEN PAXTON

ATTORNEY GENERAL *of* TEXAS

## CHAPTER 59 ASSET FORFEITURE REPORT BY ATTORNEY REPRESENTING THE STATE

### Agency Information

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#### Agency Information

---

Agency Name: [Galveston County  
Criminal District  
Attorney](#)

City: Galveston

State: TX

Phone Number: (409) 766-2354

Agency Fiscal Ending Month: August

Agency Mailing Street:

600 59th Street, Suite 1001

ZIP: 77551

County: Galveston

Agency Fiscal Beginning  
Month: September

### I. Seized Funds

---

**Do not include federal seizures and/or forfeitures on this form. This form is only for those seizures and/or forfeitures made pursuant to Chapter 59 of the Texas Code of Criminal Procedure.**

#### **Seized Funds Pursuant to Chapter 59**

*Funds that have been seized but have not yet been awarded/forfeited to your agency by the judicial system.*

A) Beginning Seized Funds  
Balance: \$145,412.50

#### **B) Seizures During Reporting Period:**

1) Amount seized by  
employees of your agency: \$0.00

2) Amount seized by other agencies: \$192,704.90

C) Total Amount of Forfeiture Petitions Filed for All Agencies You Represent: \$2,894,386.15

D) Total Amount of Forfeitures Pending for All Agencies You Represent: \$3,016,578.23

E) Interest Earned on Seized Funds During Reporting Period: \$11.24

F) Amount Returned to Defendants/Respondents: \$0.00

G) Amount Transferred to Forfeiture Account: \$0.00

H) Other Reconciliation Items (Must provide detail in box below): \$0.00

Description:

I) Seized Funds Ending Balance - This field will be auto-calculated when you SAVE or switch sections: \$338,128.64

Ending Balance-Mailed Form:

## II. Forfeited Funds

---

### **Forfeited Funds and Other Court Awards Pursuant to Chapter 59**

*Funds awarded to your agency by the judicial system and which are available to spend.*

A) Beginning Forfeited Funds Balance: \$81,189.54

**B) Amount Forfeited For All Agencies You Represent and Covered by Local Agreement**

*Enter the total amount forfeited by all forfeiture judgments in your jurisdiction for the reporting year. Do not include judgments that are not yet final due to appeal or motions for new trial. Include interest that was forfeited as part of the judgment.*

- 1) Amount Forfeited and Transferred to all Agencies Covered by Local Agreement: \$0.00
  
- 2) Amount Forfeited and Received by Your Agency: \$28,770.30
  
- 3) Total Amount Forfeited and Transferred to all Agencies Covered by Local Agreement - This field will be auto-calculated when you hit save or switch sections: \$28,770.30

C) Interest Earned on Forfeited Funds During Reporting Period: \$31.79

**D) Amount Awarded For All Agencies You Represent Pursuant to 59.022**

*Enter the total amount awarded by the court for costs, forfeitures and money judgments pursuant to Article 59.022*

- 1) Amount Awarded and Transferred to All Agencies Pursuant to 59.022: \$0.00
  
- 2) Amount Awarded and Received by your agency pursuant to 59.022: \$0.00
  
- 3) Total Amount Awarded For All Agencies You Represent Pursuant to 59.022 - This field will be auto-calculated when you hit Save or switch sections: \$0.00

**E) Amount Awarded For All Agencies You Represent Pursuant to 59.023**

*Enter the total amount awarded by the court on lawsuits for proceeds filed pursuant to Article 59.023*

- 1) Amount Awarded and Transferred to All Agencies Pursuant to 59.023: \$0.00
  
- 2) Amount Awarded and Received By Your Agency Pursuant to 59.023: \$0.00
  
- 3) Total Amount Awarded For

All Agencies You Represent Pursuant to 59.023 - This field will be auto-calculated when you hit Save or switch sections: \$0.00

F) Proceeds Received by Your Agency From Sale of Forfeited Property: \$0.00

G) Amount Returned to Crime Victims: \$0.00

H) Other Reconciliation Items (Must provide detail in box below): \$0.00

Description:

I) Total Expenditures of Forfeited Funds During Reporting Period - This field will be auto-calculated based on your answers in the Expenditures section: \$64,771.57

J) Forfeited Funds Ending Balance (balance will be automatically calculated after expenditures are entered): \$45,220.06

Total Expenditures from Mailed Form:

Ending Balance from Mailed Form:

### III. Other Property

---

#### Other Property

List the number of cases filed, pending, or disposed for each category. List as "pending" only cases where a petition was filed. List as "seized" only those seizures where a seizure is made by a peace officer employed by your agency. If

property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (F) in the reporting year in which the proceeds are received. Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.

**A) Motor Vehicles (Include cars, motorcycles, tractor trailers,etc.)**

Please note - this should be a number, not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc

- 1) Pending for all agencies at beginning of reporting period: 38
- 2) Seized by your agency during reporting period: 0
- 3) New petitions filed for all agencies during reporting period: 48
- 4) Forfeited to your agency during reporting period: 0
- 5) Put into service by your agency during reporting period: 0
- 6) Pending for all agencies at end of reporting period: 41

**B) Real Property (Count each parcel seized as one item)**

Please note - this should be a number, not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc

- 1) Pending for all agencies at beginning of reporting period: 0
- 2) Seized by your agency during reporting period: 0
- 3) New petitions filed for all agencies during reporting period: 4
- 4) Forfeited to your agency during reporting period: 0
- 5) Put into service by your agency during reporting period: 0
- 6) Pending for all agencies at end of reporting period: 4

**C) Computers (Include computer and attached system components, such as printers and monitors, as one item)**

Please note - this should be a number, not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc

- 1) Pending for all agencies at beginning of reporting period: 0
- 2) Seized by your agency during reporting period: 0
- 3) New petitions filed for all agencies during reporting period: 1
- 4) Forfeited to your agency during reporting period: 0

- 5) Put into service by your agency during reporting period: 0
- 6) Pending for all agencies at end of reporting period: 1

**D) Firearms (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18)**

*Please note - this should be a number, not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc*

- 1) Pending for all agencies at beginning of reporting period: 3
- 2) Seized by your agency during reporting period: 0
- 3) New petitions filed for all agencies during reporting period: 1
- 4) Forfeited to your agency during reporting period: 0
- 5) Put into service by your agency during reporting period: 0
- 6) Pending for all agencies at end of reporting period: 1

**E) Other Property**

*To add a reporting box for each additional item to be itemized, click the "New Other Property DA" button. Please note - this should be a number not a currency amount. For example, 4 pending, 3 seized, 12 new petitions, etc. For each line added, you need to hit the SAVE icon in the Action column.*

Description	Pending For All Agencies (Beginning)	Seized By Your Agency	New Petitions Filed For All Agencies	Forfeited To Agency	Put Into Use by Agency	Pending For All Agencies (End)
(12) Misc Jewelry (2) Misc Stamps & Silver Dollars (304) Misc Vapes, Gummies, Rolls, Mushroom Drugs (17) Digital Gambling Machines (1) Phantom Electric Scooter	0	0	0	0	0	336
(12) Misc Jewelry (2) Misc Stamps & Silver Dollars (304) Misc Vapes, Gummies, Rolls, Mushroom Drugs (17) Digital Gambling Machines (1) Phantom Electric Scooter	0	0	336	0	0	0
(1) Samsung TV (1) Miscellaneous Jewelry	2	0	0	0	0	0

## IV. Forfeited Property Received

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**Forfeited Property Received From Another Agency**

*Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.*

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

## V. Forfeited Property Transferred/Loaned

---

**Forfeited Property Transferred or Loaned From Another Agency**

*Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.*

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

## VI. Expenditures: A - D

---

**Expenditures**

*This category is for Chapter 59 expenditures SOLELY for the official purposes of the office of the attorney*

representing the state - not for expenditures made pursuant to your general budget. List the total amount expended for each of the categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.

**A) Salaries**

- 1) Increase of Salary, Expense or Allowance for Employees (Salary Supplements): \$0.00
- 2) Salary Budgeted Solely From Forfeited Funds: \$0.00
- 3) Number of Employees Paid Using Forfeiture Funds: 0
  
- 4) TOTAL SALARIES PAID OUT OF CHAPTER 59 FUNDS - This field will be auto-calculated once you hit save or switch sections: \$0.00

Total Salaries from Mailed Form:

**B) Overtime**

- 1) For Employees Budgeted by Governing Body: \$0.00
- 2) For Employees Budgeted Solely out of Forfeiture Funds: \$0.00
- 3) Number of Employees Paid Using Forfeiture Funds: 0
  
- 4) TOTAL OVERTIME PAID OUT OF CHAPTER 59 FUNDS - This field will be auto-calculated once you hit save or switch sections: \$0.00

Total Overtime from Mailed Form:

**C) Equipment**

- 1) Vehicles: \$0.00
- 2) Computers: \$0.00
- 3) Firearms, Protective Body Armor, Personal Equipment: \$0.00
- 4) Furniture: \$0.00
- 5) Software: \$0.00
- 6) Maintenance Costs: \$0.00

- 7) Uniforms: \$0.00
- 8) K9 Related Costs: \$0.00
- 9) Visual Aid Equipment for  
Litigation: \$0.00
- 10) Other (Must provide detail  
in box below): \$0.00

Description:

11) TOTAL EQUIPMENT  
PURCHASED WITH  
CHAPTER 59 FUNDS - This  
field will be auto-calculated  
once you hit save or switch  
sections: \$0.00

Total Equipment from Mailed  
Form:

**D) Supplies**

- 1) Office Supplies: \$0.00
- 2) Mobile Phone and Data  
Account Fees: \$0.00
- 3) Internet: \$0.00
- 4) Other (Must provide detail in  
box below): \$0.00

Description:

5) TOTAL SUPPLIES  
PURCHASED WITH  
CHAPTER 59 FUNDS - This  
field will be auto-calculated  
once you hit save or switch  
sections: \$0.00

Total Supplies from Mailed  
Form:

## VI. Expenditures: F - G

---

**F) Training**

- 1) Fees (Conferences, Seminars): \$31,381.68
- 2) Materials (Books, CDs, Videos, etc.): \$0.00
- 3) Other (Must provide detail in box below): \$0.00

Description:

4) TOTAL TRAINING PAID OUT OF CHAPTER 59 FUNDS - This field will be auto-calculated once you hit save or switch sections: \$31,381.68

Total Training from Mailed Form:

**G) Investigative Costs**

- 1) Informant Costs: \$0.00
- 2) Buy Money: \$0.00
- 3) Lab Expenses: \$0.00
- 4) Other (Must provide detail in box below): \$0.00

Description:

5) TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS - This field will be auto-calculated once you hit save or switch sections: \$0.00

Total Investigative Costs from Mailed Form:

## VI. Expenditures: E

---

**E) Travel**

**1) In State Travel**

- a) Transportation: \$643.89
- b) Meals & Lodging: \$18,901.50
- c) Mileage: \$0.00
- d) Incidental Expenses: \$0.00

e) Total In State Travel - This field will be auto-calculated once you hit save or switch sections: \$19,545.39

Total In State Travel from Mailed Form:

## 2) Out of State Travel

- a) Transportation: \$0.00
- b) Meals & Lodging: \$0.00
- c) Mileage: \$0.00
- d) Incidental Expenses: \$0.00

e) Total Out of State Travel: \$0.00

Total In State Travel from Mailed Form:

## 3) Total Travel Paid Out of Chapter 59 Funds

Total Travel Paid Out of Chapter 59 Funds - This field will be auto-calculated once you hit save or switch sections: \$19,545.39

Total Travel from Mailed Form:

# VI. Expenditures: H - N

---

## H) Prevention / Treatment Programs / Financial Assistance / Donation

1) Total Prevention/Treatment Programs (pursuant to 59.06 (d-3(6), (h), (j) ): \$6,549.00

2) Total Financial Assistance

(pursuant to Articles 59.06 (n) and (o) ): \$0.00

3) Total Donations (pursuant to Articles 59.06 (d-2)): \$0.00

4) TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE/DONATIONS (pursuant to Articles 59.06 (d-3(6)),(h),(j),(n),(o),(d-2)) - \$6,549.00  
This field will be auto-calculated once you hit save or switch sections:

Total PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE/DONATIONS from Mailed Form:

#### I) Facility Costs

- 1) Building Purchase: \$0.00
- 2) Lease Payments: \$0.00
- 3) Remodeling: \$0.00
- 4) Maintenance Costs: \$0.00
- 5) Utilities: \$0.00
- 6) Other (Must provide detail in box below): \$0.00

Description:

7) TOTAL FACILITY COSTS PAID OUT OF CHAPTER 59 FUNDS - This field will be auto-calculated once you hit save or switch sections: \$0.00

Total Investigative Costs from Mailed Form:

#### J) Miscellaneous Fees

- 1) Court Costs: \$0.00
- 2) Filing Fees: \$0.00
- 3) Insurance: \$0.00
- 4) Witness Fees (including travel and security): \$0.00

- 5) Audit Costs and Fees  
(including audit preparation  
and professional fees): \$0.00
- 6) State Bar Dues and Legal  
Association Dues: \$7,295.50
- 7) Legal Library Supplies and  
Access Fees: \$0.00
- 8) Other (Must provide detail in  
box below): \$0.00

Description of Other Miscellaneous Fees:

- 9) TOTAL MISCELLANEOUS  
FEES PAID OUT OF  
CHAPTER 59 FUNDS - This  
field will be auto-calculated  
once you hit save or switch  
sections: \$7,295.50

Total Miscellaneous Costs  
from Mailed Form:

**K) Paid to State Treasury / General Fund / Health & Human Services Commission/ Office of the Attorney General**

- 1) Total paid to State Treasury  
due to lack of local agreement  
pursuant to 59.06 (a): \$0.00
- 2) Total paid to State Treasury  
due to participating in task  
force not established in  
accordance with 59.06 (q)(1): \$0.00
- 3) Total paid to General Fund  
pursuant to 59.06 (c-3) (C)  
(Texas Department of Public  
Safety only): \$0.00
- 4) Total forfeiture funds  
transferred to the Health and  
Human Services Commission  
pursuant to 59.06 (p): \$0.00
- 5) Total paid to the Office of the  
Attorney General pursuant to  
59.06(k): \$0.00
- 6) TOTAL PAID TO STATE  
TREASURY/ GENERAL  
FUND/ HEALTH & HUMAN  
SERVICES COMMISSION/  
OFFICE OF THE ATTORNEY  
GENERAL OUT OF \$0.00  
CHAPTER 59 FUNDS - This  
field will be auto-calculated  
once you hit save or switch  
sections:

Total Paid to State  
Treasury/General fund/ Health  
& Human Services  
Commission from Mailed  
Form:

**L) Total Paid to Cooperating Agency(ies) Pursuant to Local Agreement**

TOTAL PAID TO  
COOPERATING  
AGENCY(IES) PURSUANT  
TO LOCAL AGREEMENT: \$0.00

**M) Total Other Expenses Paid Out of Chapter 59 Funds Which Are Not Accounted For In Previous Categories**

TOTAL OTHER EXPENSES  
PAID OUT OF CHAPTER 59  
FUNDS WHICH ARE NOT  
ACCOUNTED FOR IN \$0.00  
PREVIOUS CATEGORIES  
(Must provide detail in box  
below):

Description:

**N) Total Expenditures**

TOTAL EXPENDITURES -  
This field will be  
auto-calculated once you hit  
save or switch sections: \$64,771.57

Total Expenditures from Mailed  
Form:

## Financial Professional Certification

---

*After signing and pressing "Save", using your email address and password account access, and pursuant to the terms of service, you certify that you swear or affirm that the Commissioners Court, City Council or Head of Agency (if no governing body) has requested that you conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, you believe that the information contained in this report is true and correct to the best of your Knowledge.*

Financial Professional  
Acknowledge Terms: Yes

Typed Name of  
Auditor/Treasurer/Accounting Sergio Cruz

Professional/Preparer::

Title: Galveston County  
Auditor

### Additional Signature Instructions

---

If you would like to have additional financial professional signatures, please click the "New Financial Professional Signature" button below.

Signature	Title	Date
-----------	-------	------

## Head of Agency Certification

---

*After signing and pressing "Submit" using your email address and password account access, and pursuant to the terms of service you swear or affirm, under penalty of perjury, that you have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. You further swear or affirm that, to the best of your knowledge, all expenditures reported herein were lawful and proper, and made in accordance with Texas law.*

Do you acknowledge the above terms: : Yes

Year: 2025

NAME: Kenneth A. Cusick

TITLE: District Attorney

DATE: 11/17/2025

Comments:



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*9.**

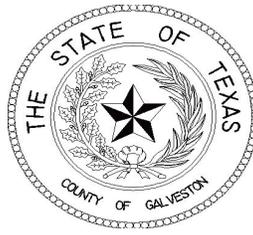
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FY 2025 Chapter 59 Asset Forfeiture Report of the Sheriff's Office for period of 10/1/2024 - 9/30/2025

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	1/8/26 5:16 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, 4<sup>th</sup> Floor, Galveston, TX 77550

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January 16, 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 Audited FY 2025 Chapter 59 Asset Forfeiture Report of the Sheriff's Office due to the state no later than 60 days after the county fiscal year. The audit was completed by the Auditor's Office for the Galveston County Sheriff's Office. The report covers the period of October 1, 2024 to September 30, 2025. As required by statute, the report has been submitted to the Office of the Attorney General.

Sincerely,

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

Sergio Cruz  
County Auditor

cc: Jimmy Fullen, Galveston County Sheriff

Attachment: FY 2025 Chapter 59 Asset Forfeiture Report



# KEN PAXTON

ATTORNEY GENERAL *of* TEXAS

## CHAPTER 59 ASSET FORFEITURE REPORT BY LAW ENFORCEMENT AGENCY

### Agency Information

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#### Agency Information

---

Year:	2025	Agency Name:	<a href="#">Galveston County Sheriff's Dept.</a>
Agency Mailing Street:		City:	Galveston
601 54th St., Ste 2100		State:	TX
ZIP:	77551	Phone Number:	(409) 766-2301
County:	Galveston	Agency Fiscal Ending Month:	September
Agency Fiscal Beginning Month:	October		

### I. Seized Funds

---

**Do not include federal seizures and/or forfeitures on this form. This form is only for those seizures and/or forfeitures made pursuant to Chapter 59 of the Texas Code of Criminal Procedure.**

#### **Seized Funds Pursuant to Chapter 59**

*Funds that have been seized but have not yet been awarded/forfeited to your agency by the judicial system.*

A) Beginning Balance: \$262,511.77

#### **B) Seizures During Reporting Period**

*Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency (E.G. seizing officer's affidavit).*

1) Amount seized and retained in your agency's custody: \$2,371,892.19

2) Amount seized and transferred to the District Attorney pending forfeiture: \$126,588.25

3) Total Seizures - This field will be auto-calculated when you SAVE or switch sections: \$2,498,480.44

C) Interest Earned on Seized Funds During Reporting Period: \$135.94

D) Amount Returned to Defendants/Respondents: \$0.00

E) Amount Transferred to Forfeiture Account: \$881.59

F) Other Reconciliation Items (Must provide detail in box below): (\$2,657.06)

Description:

Transfer to District Attorney (\$417.86), Transfer to District Attorney (\$1929.90), Transfer to District Attorney (\$309.30)

G) Ending Balance - This field will be auto-calculated when you SAVE or switch sections: \$2,631,001.25

Ending Balance - Mailed Form:

## II. Forfeited Funds & Other Court Awards

---

### Forfeited Funds and Other Court Awards Pursuant to Chapter 59

*Funds awarded to your agency by the judicial system and which are available to spend.*

A) Beginning Balance: \$79,810.70

B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period: \$889.76

- C) Interest Earned on Forfeited Funds During Reporting Period: \$0.00
- D) Amount Awarded Pursuant to 59.022: \$0.00
- E) Amount Awarded Pursuant to 59.023: \$0.00
- F) Proceeds Received by Your Agency From Sale of Forfeited Property: \$2,876.00
- G) Amount Returned to Crime Victims: \$0.00
- H) Other Reconciliation Items (Must provide detail in box below): \$0.00

Description:

I) Total Expenditures of Forfeited Funds During Reporting Period. This field will be auto-calculated once section VI has been completed and you save or switch sections.: \$95,784.30

J) Ending Balance - This field will be auto-calculated when you SAVE or switch sections.: (\$12,207.84)

I) Total Expenditure from Mailed Form:

J) Ending Balance from Mailed Form:

### III. Other Property

---

**Other Property**

List the number of items seized for each category. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (F) in the reporting year in which the proceeds are received. Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.

**A) Motor Vehicles (Include cars, motorcycles, tractor trailers,etc.)**

- 1) Seized: 9
- 2) Forfeited to Agency: 2
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

**B) Real Property (Count each parcel seized as one item)**

- 1) Seized: 1
- 2) Forfeited to Agency: 1
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

**C) Computers (Include computer and attached system components, such as printers and monitors, as one item)**

Please note - this should be a number not a currency amount. For example, 4 computers seized, 3 computers forfeited and 0 computers put into use.

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

**D) Firearms (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18)**

Please note - this should be a number not a currency amount. For example, 4 firearms seized, 3 firearms forfeited, 0 firearms put into use.

- 1) Seized: 0
- 2) Forfeited to Agency: 0
- 3) Returned to Defendants/Respondents: 0
- 4) Put into use by Agency: 0

**E) Other Property**

Please note - this should be a number not a currency amount. For example, 4 lots of tools seized, 3 lots of tools forfeited, 0 lots of tools put into use.

Description	Seized	Forfeited To Agency	Returned to Defendants/Respondents	Put into use by Agency
2 Miscellaneous Stamps & Silver Dollars, 304 Miscellaneous Vapes, Gummies, Rolls, Mushroom Drugs, 4 Miscellaneous Jewelry, 4 Refrigerator, Washer, Dryer & 81 Gambling Machines	314	0	0	0

## IV. Forfeited Property Received

---

### Forfeited Property Received From Another Agency

*Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.*

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

## V. Forfeited Property Transferred/Loaned

---

### Forfeited Property Transferred or Loaned to Another Agency

*Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.*

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

## VI. Expenditures: A - D

---

### A) Salaries

1) Increase of Salary, Expense  
or Allowance for Employees \$0.00  
(Salary Supplements):

2) Salary Budgeted Solely \$0.00  
From Forfeited Funds:

3) Number of Employees Paid 0  
Using Forfeiture Funds:

4) TOTAL SALARIES PAID  
OUT OF CHAPTER 59 \$0.00  
FUNDS:

Total Salaries from Mailed  
Form:

### B) Overtime

1) For Employees Budgeted by \$0.00  
Governing Body:

2) For Employees Budgeted \$0.00  
Solely out of Forfeiture Funds:

3) Number of Employees Paid 0  
Using Forfeiture Funds:

4) TOTAL OVERTIME PAID  
OUT OF CHAPTER 59 \$0.00  
FUNDS:

Total Overtime from Mailed  
Form:

### C) Equipment

1) Vehicles: \$40,971.32

- 2) Computers: \$5,099.86
- 3) Firearms, Protective Body Armor, Personal Equipment: \$0.00
- 4) Furniture: \$7,643.53
- 5) Software: \$1,686.03
- 6) Maintenance Costs: \$186.99
- 7) Uniforms: \$0.00
- 8) K9 Related Costs: \$0.00
- 9) Other (Must provide detail in box below): \$4,960.00

Description:

Various Life Saving Equipment

10) TOTAL EQUIPMENT PURCHASED WITH CHAPTER 59 FUNDS: \$60,547.73

Total Equipment from Mailed Form:

**D) Supplies**

- 1) Office Supplies: \$1,454.11
- 2) Mobile Phone and Data Account Fees: \$0.00
- 3) Internet: \$0.00
- 4) Other (Must provide detail in box below): \$0.00

Description:

5) TOTAL SUPPLIES PURCHASED WITH CHAPTER 59 FUNDS: \$1,454.11

Total Supplies from Mailed Form:

**VI. Expenditures: E**

---

**E) Travel**

**1) In State Travel**

- a) Transportation: \$0.00
- b) Meals & Lodging: \$377.80
- c) Mileage: \$0.00
- d) Incidental Expenses: \$0.00
  
- e) Total In State Travel: \$377.80

Total In State Travel from  
Mailed Form:

**2) Out of State Travel**

- a) Transportation: \$0.00
- b) Meals & Lodging: \$0.00
- c) Mileage: \$0.00
- d) Incidental Expenses: \$0.00
  
- e) Total Out of State Travel: \$0.00

Total Out of State Travel from  
Mailed Form:

**3) Total Travel Paid Out of Chapter 59 Funds**

Total Travel Paid Out of  
Chapter 59 Funds: \$377.80

Total Travel from Mailed Form:

## VI. Expenditures: F - G

---

**F) Training**

- 1) Fees (Conferences,  
Seminars): \$0.00
- 2) Materials (Books, CDs,  
Videos, etc.): \$0.00

3) Other (Must provide detail in box below): \$0.00

Description:

4) TOTAL TRAINING PAID  
OUT OF CHAPTER 59 FUNDS: \$0.00

Total Training from Mailed Form:

**G) Investigative Costs**

1) Informant Costs: \$0.00

2) Buy Money: \$0.00

3) Lab Expenses: \$0.00

4) Other (Must provide detail in box below): \$0.00

Description:

5) TOTAL INVESTIGATIVE COSTS PAID OUT OF CHAPTER 59 FUNDS: \$0.00

Total Investigative Costs from Mailed Form:

## VI. Expenditures: H - N

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**H) Prevention / Treatment Programs / Financial Assistance / Donation**

1) Total Prevention/Treatment Programs (pursuant to 59.06 (d-3(6), (h), (j) ): \$0.00

2) Total Financial Assistance (pursuant to Articles 59.06 (n) and (o) ): \$0.00

3) Total Donations (pursuant to Articles 59.06 (d-2)): \$0.00

4) Total scholarships to children of officers killed in the

line of duty (pursuant to Article 59.06 (r)): \$0.00

5) TOTAL PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE/DONATIONS (Pursuant to Articles 59.06 (d-3(6)), (h), (j), (n), (o), (d-2), (r)) - This field will be auto-calculated when you SAVE or switch sections: \$0.00

Total PREVENTION/TREATMENT PROGRAMS/FINANCIAL ASSISTANCE/DONATIONS from Mailed Form:

**I) Facility Costs**

- 1) Building Purchase: \$0.00
- 2) Lease Payments: \$0.00
- 3) Remodeling: \$33,404.66
- 4) Maintenance Costs: \$0.00
- 5) Utilities: \$0.00
- 6) Other (Must provide detail in box below): \$0.00

Description:

7) TOTAL FACILITY COSTS PAID OUT OF CHAPTER 59 FUNDS: \$33,404.66

Total Facility Costs from Mailed Form:

**J) Miscellaneous Fees**

- 1) Court Costs: \$0.00
- 2) Filing Fees: \$0.00
- 3) Insurance: \$0.00
- 4) Witness Fees (including travel and security): \$0.00
- 5) Audit Costs and Fees (including audit preparation and professional fees): \$0.00

6) Other (Must provide detail in box below): \$0.00

Description:

7) Total Miscellaneous Fees Paid Out of Chapter 59 Funds - This will be auto-calculated when you SAVE or switch sections: \$0.00

Total Miscellaneous Costs from Mailed Form:

**K) Paid to State Treasury / General Fund / Health & Human Services Commission**

1) Total paid to State Treasury due to lack of local agreement pursuant to 59.06 (c): \$0.00

2) Total paid to State Treasury due to participating in task force not established in accordance with 59.06 (q)(1): \$0.00

3) Total paid to General Fund pursuant to 59.06 (c-3) (C) (Texas Department of Public Safety only): \$0.00

4) Total forfeiture funds transferred to the Health and Human Services Commission pursuant to 59.06 (p): \$0.00

5) TOTAL PAID TO STATE TREASURY/ GENERAL FUND/ HEALTH & HUMAN SERVICES COMMISSION OUT OF CHAPTER 59 FUNDS: \$0.00

Total Paid to State Treasury/General fund/ Health & Human Services Commission from Mailed Form:

**L) Total Paid to Cooperating Agency(ies) Pursuant to Local Agreement**

TOTAL PAID TO COOPERATING AGENCY(IES) PURSUANT TO LOCAL AGREEMENT: \$0.00

**M) Total Other Expenses Paid Out of Chapter 59 Funds Which Are Not Accounted For In Previous Categories**

TOTAL OTHER EXPENSES  
PAID OUT OF CHAPTER 59  
FUNDS WHICH ARE NOT  
ACCOUNTED FOR IN \$0.00  
PREVIOUS CATEGORIES  
(Must provide detail in box  
below):

Description:

#### N) Total Expenditures

TOTAL EXPENDITURES: \$95,784.30

Total Expenditures from Mailed  
Form:

## Financial Professional Signature

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*After signing and pressing "Save", using your email address and password account access, and pursuant to the terms of service, you certify that you swear or affirm that the Commissioners Court, City Council or Head of Agency (if no governing body) has requested that you conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, you believe that the information contained in this report is true and correct to the best of your Knowledge.*

Do you acknowledge the  
above terms : Yes

Typed Name of  
Auditor/Treasurer/Accounting Sergio Cruz  
Professional/Preparer::

Title: County Auditor

## Head of Agency Certification

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*After signing and pressing "Submit" using your email address and password account access, and pursuant to the terms of service you swear or affirm, under penalty of perjury, that you have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. You further swear or affirm that, to the best of your knowledge, all expenditures reported herein were lawful and proper, and made in accordance with Texas law.*

Do you acknowledge the  
above terms : Yes

Year: 2025

Typed Name of Head of  
Agency:: Jimmy Fullen

Title: Sheriff

Date: 12/15/2025

Comments:



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*10.**

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Indemnification requests from the Tax Assessor Collector's Office dated 12/8/2025 and 12/15/2025

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	1/7/26 5:26 pm

## COUNTY FUNDS INDEMNIFICATION REQUEST FORM

TO BE COMPLETED BY DEPARTMENT

Officer's Name <b>Cheryl E. Johnson</b>	Current Date <b>1/5/2026</b>	Amount of Loss <b>100.00</b>
Department/Division Name <b>Galveston County Tax Office</b>	Date of Loss <b>12/8/2025</b>	Police Report Attached? <input type="checkbox"/> Yes <input type="checkbox"/> No

## Commissioners Court

Galveston County, Texas

Local Government Code §157.903 authorizes the commissioners court of a county by order to provide for the indemnification of an elected or appointed county officer against personal liability for the loss of county funds, or loss of or damage to personal property, incurred by the officer in the performance of official duties if the loss was not the result of the officer's negligence or criminal action. Therefore, I respectfully request Commissioners Court to approve this indemnification request and authorize the Galveston County Auditor to charge off the above amount of County funds or property, which have been determined to be missing or stolen.

## Cause for Loss (Attach additional sheet if necessary)

The loss was discovered by the Bank during the deposit processes.

## Current Internal Controls (Attach additional sheet if necessary)

Detection by deputies is required by policy and in conformance with US Secret Service training and procedure. Information is collected from customers at detection and provided to the Accounting Department.

## Additional Controls Implemented to Prevent Future Losses (If applicable) (Attach additional sheet if necessary)

## Action Taken to Recover Funds (Attach additional sheet if necessary)

Indemnification request

Signed By <b>Cheryl E. Johnson</b>	Title <b>Galveston County Tax Assessor Collector</b>
---------------------------------------	---

Officer's Signature 	Date <b>1/05/2025</b>
--	--------------------------

TO BE COMPLETED BY COUNTY AUDITOR

Based upon the Auditor's Office review, the above listed loss amount being requested for indemnification:

DOES appear to be accurate.

DOES NOT appear to be accurate. Based upon our review, the loss amount is



County Auditor's Signature

**1/5/26**  
Date

After review of the circumstances, the Auditor's office recommends:

- Indemnification  
 Not Indemnifying

## ACCOUNT CODING TO BE USED

	GL	JL	AMOUNT	CHECK OF JOURNAL ENTRY
DR				
CR				

TO BE COMPLETED BY COMMISSIONERS COURT

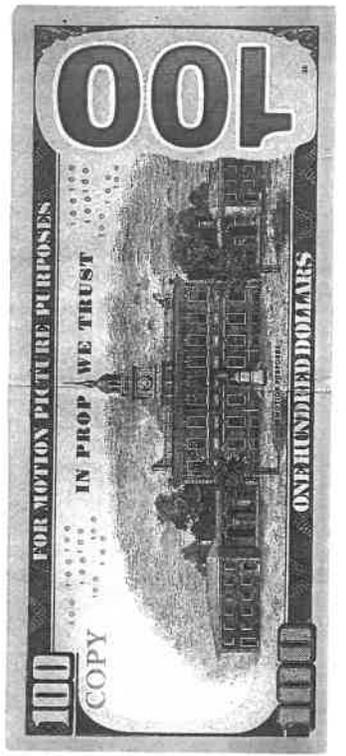
Indemnification  APPROVED  NOT APPROVED by Commissioners Court

Signed By

County Judge's Signature

Date





Galveston County, Texas (05/08)  
**COUNTY FUNDS INDEMNIFICATION REQUEST FORM**

TO BE COMPLETED BY DEPARTMENT

Official's Name <b>Cheryl E. Johnson</b>	Current Date <b>1/5/2026</b>	Amount of Loss <b>20.00</b>
Department/Division Name <b>Galveston County Tax Office</b>	Date of Loss <b>12/15/2025</b>	Police Report Attached? <input type="checkbox"/> Yes <input type="checkbox"/> No

Commissioners Court  
 Galveston County, Texas  
 Local Government Code §157.903 authorizes the commissioners court of a county by order to provide for the indemnification of an elected or appointed county officer against personal liability for the loss of county funds, or loss of or damage to personal property, incurred by the officer in the performance of official duties if the loss was not the result of the officer's negligence or criminal action. Therefore, I respectfully request Commissioners Court to approve this indemnification request and authorize the Galveston County Auditor to charge off the above amount of County funds or property, which have been determined to be missing or stolen.

Cause for Loss (Attach additional sheet if necessary)  
 The loss was discovered by the Bank during the deposit processes.

Current Internal Controls (Attach additional sheet if necessary)  
 Detection by deputies is required by policy and in conformance with US Secret Service training and procedure. Information is collected from customers at detection and provided to the Accounting Department.

Additional Controls Implemented to Prevent Future Losses (If applicable) (Attach additional sheet if necessary)

Action Taken to Recover Funds (Attach additional sheet if necessary)  
 Indemnification request

Signed By <b>Cheryl E. Johnson</b>	Title <b>Galveston County Tax Assessor Collector</b>
---------------------------------------	---

Official's Signature 	Date <b>1/05/2025</b>
---	--------------------------

<p>TO BE COMPLETED BY COUNTY AUDITOR</p> <p>Based upon the Auditor's office review, the above listed loss amount being requested for indemnification:  <input checked="" type="checkbox"/> DOES appear to be accurate.  <input type="checkbox"/> DOES NOT appear to be accurate. Based upon our review, the loss amount is</p> <p> <b>1/5/26</b>  <small>County Auditor's Signature Date</small></p>	<p>After review of the circumstances, the Auditor's office recommends:</p> <p><input type="checkbox"/> Indemnification  <input type="checkbox"/> Not Indemnifying</p>
---	---

ACCOUNT CODING TO BE USED				
	GL	JL	AMOUNT	CHECK or JOURNAL ENTRY
DR				
CR				

TO BE COMPLETED BY COMMISSIONERS COURT  
 Indemnification  APPROVED  NOT APPROVED by Commissioners Court

Signed By	Date
County Judge's Signature	







# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*11.**

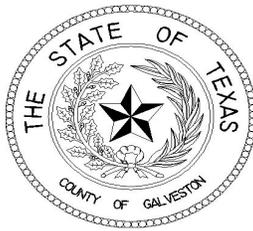
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IRS standard mileage rate for 2026

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	1/7/26 1:02 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, 4<sup>th</sup> Floor, Galveston, TX 77550

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## MEMORANDUM

Date: January 6, 2026

To: Honorable Commissioners Court

From: Sergio Cruz, County Auditor *SC*

Subject: IRS Standard Mileage Rates Effective January 1, 2026

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The Internal Revenue Service issued its annual standard mileage rate announcement on December 29, 2025. A copy of the IRS notice is attached.

Effective January 1, 2026, the standard mileage rates for use of a personal vehicle are:

- 72.5 cents per mile for business use, an increase of 2.5 cents from 2025
- 20.5 cents per mile for medical or moving purposes
- 14 cents per mile for service to charitable organizations

In accordance with Paragraph 4.3.3, Use of Personal Vehicle for Travel or Business Purposes, of the Galveston County Travel Expense Reimbursement Procedure, the IRS established mileage rate will be applied to all 2026 expense reports and mileage reimbursement requests submitted on or after January 1, 2026.



# IRS sets 2026 business standard mileage rate at 72.5 cents per mile, up 2.5 cents

IR-2025-128, Dec. 29, 2025

WASHINGTON — The Internal Revenue Service today announced that the optional standard mileage rate for business use of automobiles will increase by 2.5 cents in 2026, while the mileage rate for vehicles used for medical purposes will decrease by half a cent, reflecting updated cost data and annual inflation adjustments.

Optional standard mileage rates are used to calculate the deductible costs of operating vehicles for business, charitable, and medical purposes. Additionally, the optional standard mileage rate may be used to calculate the deductible costs of operating vehicles for moving purposes for certain active-duty members of the Armed Forces, and now, under the One, Big, Beautiful Bill, certain members of the intelligence community.

Beginning Jan. 1, 2026, the standard mileage rates for the use of a car, van, pickup or panel truck will be:

- 72.5 cents per mile [driven for business use](#), up 2.5 cents from 2025.
- 20.5 cents per mile driven for medical purposes, down a half cent from 2025.
- 20.5 cents per mile driven for moving purposes for certain active-duty members of the Armed Forces (and now certain members of the intelligence community), reduced by a half cent from last year.
- 14 cents per mile driven in service of charitable organizations, equal to the rate in 2025.

The rates apply to fully-electric and hybrid automobiles, as well as gasoline and diesel-powered vehicles.

While the mileage rate for charitable use is set by statute, the mileage rate for business use is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes, meanwhile, is based on only the variable costs from the annual study.

Under the law, taxpayers cannot claim a miscellaneous itemized deduction for unreimbursed employee travel expenses, except for certain educator expenses. However, deductions for expenses that are deductible in determining adjusted gross income remain allowable, such as for certain members of a reserve component of the Armed Forces, certain state and local government officials, certain performing artists, and eligible educators. Alternatively, eligible educators may claim an itemized deduction for certain

unreimbursed employee travel expenses. In addition, only taxpayers who are members of the military on active duty or certain members of the intelligence community may claim a deduction for moving expenses incurred while relocating under orders to a permanent change of station.

Use of the standard mileage rates is optional. Taxpayers may instead choose to calculate the actual costs of using their vehicle.

Taxpayers using the standard mileage rate for a vehicle they own and use for business must choose to use the rate in the first year the automobile is available for business use. Then, in later years, they can choose to use the standard mileage rate or actual expenses.

For a leased vehicle, taxpayers using the standard mileage rate must employ that method for the entire lease period, including renewals.

[Notice-2026-10](#) [PDF](#) contains the optional 2026 standard mileage rates, as well as the maximum automobile cost used to calculate mileage reimbursement allowances under a fixed-and variable rate plan. The notice also provides the maximum fair market value of employer-provided automobiles first made available to employees for personal use in 2026 for which employers may calculate mileage allowances using a cents-per-mile valuation rule or the fleet-average-valuation rule.

**⚠** *News items may not be updated after their release. Please verify the date before relying on the language.*



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*12.**

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

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	1/8/26 2:15 pm



## View Payment Group

**Payment Group** Ad Hoc Payment(Check) for Prosperity-Court Collections Odyssey 9911  
**Settlement Run** SR-0000292  
**Organization** The County of Galveston  
**Currency** USD  
**Group Payment Date** 12/29/2025  
**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: BOLIVAR BARGE - 12/23/2025	Complete	BOLIVAR BARGE	Ad Hoc Payment	Check	12/23/2025		13-CR-0775		313691	105.00	USD	105.00	USD
Ad Hoc Payment: A-MED - 12/23/2025	Complete	A-MED	Ad Hoc Payment	Check	12/23/2025		05-CR-3353		313690	105.00	USD	105.00	USD
Ad Hoc Payment: DAVID GARZA - 12/23/2025	Complete	DAVID GARZA	Ad Hoc Payment	Check	12/23/2025		24-CR-2130		313694	20.00	USD	20.00	USD
Ad Hoc Payment: Texas Department of Public Safety - 12/23/2025	Complete	Texas Department of Public Safety	Ad Hoc Payment	Check	12/23/2025		24-CR-2171		313703	30.00	USD	30.00	USD
Ad Hoc Payment: Kristen Lovett - 12/23/2025	Complete	Kristen Lovett	Ad Hoc Payment	Check	12/23/2025		24-CR-3317		313699	105.00	USD	105.00	USD
Ad Hoc Payment: Brayan Cardenas - 12/23/2025	Complete	Brayan Cardenas	Ad Hoc Payment	Check	12/23/2025		24-CR-3318		313692	105.00	USD	105.00	USD
Ad Hoc Payment: SHATORRIA BENSON - 12/23/2025	Complete	SHATORRIA BENSON	Ad Hoc Payment	Check	12/23/2025		24-CR-4964		313700	275.00	USD	275.00	USD
Ad Hoc Payment: WALTER PREMIRELLI - 12/23/2025	Complete	WALTER PREMIRELLI	Ad Hoc Payment	Check	12/23/2025		20-CR-1685		313705	32.00	USD	32.00	USD
Ad Hoc Payment: FRAUD PROSECUTIONS UNIT-TEXAS WORKFORCE COMMISSION - 12/23/2025	Complete	FRAUD PROSECUTIONS UNIT-TEXAS WORKFORCE COMMISSION	Ad Hoc Payment	Check	12/23/2025		25-CR-3526		313696	475.00	USD	475.00	USD
Ad Hoc Payment: Shirley Guidry - 12/23/2025	Complete	Shirley Guidry	Ad Hoc Payment	Check	12/23/2025		23-CR-4106		313701	75.00	USD	75.00	USD



View Payment Group

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: HHSC-OFFICE OF INSPECTOR GENERAL - 12/23/2025	Complete	HHSC-OFFICE OF INSPECTOR GENERAL	Ad Hoc Payment	Check	12/23/2025		24-CR-3174		313698	245.77	USD	245.77	USD
Ad Hoc Payment: Walmart - 12/23/2025	Complete	Walmart	Ad Hoc Payment	Check	12/23/2025		MD-0269155		313704	25.38	USD	25.38	USD
Ad Hoc Payment: Broadwater Apartments - 12/23/2025	Complete	Broadwater Apartments	Ad Hoc Payment	Check	12/23/2025		24-CR-4737		313693	250.00	USD	250.00	USD
Ad Hoc Payment: FIDENCIO GONZALEZ FLORES - 12/23/2025	Complete	FIDENCIO GONZALEZ FLORES	Ad Hoc Payment	Check	12/23/2025		22-CR-0588		313695	80.00	USD	80.00	USD
Ad Hoc Payment: Affordable Air& Heat - 12/23/2025	Complete	Affordable Air& Heat	Ad Hoc Payment	Check	12/23/2025		20-CR-0260		313689	165.70	USD	165.70	USD
Ad Hoc Payment: Graber Family Partnership - 12/23/2025	Complete	Graber Family Partnership	Ad Hoc Payment	Check	12/23/2025		10-CR-1505		313697	150.00	USD	150.00	USD
Ad Hoc Payment: SPARTAN FIRE PROTECTION - 12/23/2025	Complete	SPARTAN FIRE PROTECTION	Ad Hoc Payment	Check	12/23/2025		24-CR-5077		313702	7,171.56	USD	7,171.56	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 - 12/29/2025 12:33 PM	17	9,415.41	USD	12/29/2025 02:33:58 PM	Ad Hoc Payment - Odyssey - 12/29/2025 12:33 PM.pdf	Positive Pay File for Prosperity-Court Collections Odyssey 9911 on 12/29/2025, 12:33 PM	17	9,415.41	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	12/29/2025 02:33:13 PM	12/30/2025	Susie Smith	1	
Print Checks Task	Print Checks	Not Required		12/30/2025		0	
Print Checks Task	Print Checks	Not Required		12/30/2025		0	
Print Checks Task	Print Checks	Not Required		12/30/2025		0	



View Payment Group

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Print Checks Task	Print Checks	Not Required		12/30/2025		0	
Print Checks Task	Print Checks	Not Required		12/30/2025		0	
Print Checks Task	Print Checks	Not Required		12/30/2025		0	
Print Checks Task	Print Checks	Not Required		12/30/2025		0	
Print Checks Task	Print Checks	Step Completed	12/29/2025 02:33:59 PM	12/29/2025	Annaya Nigrelle	1	
Print Checks Task	Service: Remittance	Step Completed	12/29/2025 02:33:59 PM	12/30/2025	Workday Service	1	

Related Business Processes History

Business Process	Status
Positive Pay File: Prosperity-Court Collections Odyssey 9911 on 12/29/2025 for \$9,415.41	Successfully Completed



## View Payment Group

**Payment Group** Ad Hoc Payment(Check) for Prosperity-Court Collections Odyssey 9911  
**Settlement Run** SR-0000294  
**Organization** The County of Galveston  
**Currency** USD  
**Group Payment Date** 01/02/2026  
**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: JESUS DE HOYOS - 12/31/2025	Complete	JESUS DE HOYOS	Ad Hoc Payment	Check	12/31/2025		24-CR-2078		313724	70.00	USD	70.00	USD
Ad Hoc Payment: JESSICA MARIEL DELOCH - 12/31/2025	Complete	JESSICA MARIEL DELOCH	Ad Hoc Payment	Check	12/31/2025		MD-0411171		313723	50.00	USD	50.00	USD
Ad Hoc Payment: Bradley K. White - 12/31/2025	Complete	Bradley K. White	Ad Hoc Payment	Check	12/31/2025		MD-0420986		313710	50.00	USD	50.00	USD
Ad Hoc Payment: SONIA HAYNES - 12/31/2025	Complete	SONIA HAYNES	Ad Hoc Payment	Check	12/31/2025		25-CR-1167		313732	1.49	USD	1.49	USD
Ad Hoc Payment: BECKY FELLOWS - 12/31/2025	Complete	BECKY FELLOWS	Ad Hoc Payment	Check	12/31/2025		25-CR-1167		313708	1.90	USD	1.90	USD
Ad Hoc Payment: TONY SOUTHALL - 12/31/2025	Complete	TONY SOUTHALL	Ad Hoc Payment	Check	12/31/2025		25-CR-1167		313735	4.32	USD	4.32	USD
Ad Hoc Payment: CHARLIE FAHRMEIER - 12/31/2025	Complete	CHARLIE FAHRMEIER	Ad Hoc Payment	Check	12/31/2025		25-CR-1167		313712	1.84	USD	1.84	USD
Ad Hoc Payment: SHARON DEPAUW - 12/31/2025	Complete	SHARON DEPAUW	Ad Hoc Payment	Check	12/31/2025		25-CR-1167		313731	1.20	USD	1.20	USD
Ad Hoc Payment: DANIEL MCKINNEY - 12/31/2025	Complete	DANIEL MCKINNEY	Ad Hoc Payment	Check	12/31/2025		25-CR-1167		313715	2.29	USD	2.29	USD
Ad Hoc Payment: TERRY GRAHAM - 12/31/2025	Complete	TERRY GRAHAM	Ad Hoc Payment	Check	12/31/2025		25-CR-1167		313733	2.52	USD	2.52	USD



View Payment Group

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: AUBREY ADAMS - 12/31/2025	Complete	AUBREY ADAMS	Ad Hoc Payment	Check	12/31/2025		25-CR-1167		313707	3.51	USD	3.51	USD
Ad Hoc Payment: JOHN PARKER - 12/31/2025	Complete	JOHN PARKER	Ad Hoc Payment	Check	12/31/2025		25-CR-1167		313726	0.78	USD	0.78	USD
Ad Hoc Payment: KHAMBREL MARSHALL - 12/31/2025	Complete	KHAMBREL MARSHALL	Ad Hoc Payment	Check	12/31/2025		25-CR-1167		313727	3.01	USD	3.01	USD
Ad Hoc Payment: BRETT COPE - 12/31/2025	Complete	BRETT COPE	Ad Hoc Payment	Check	12/31/2025		25-CR-1167		313711	2.14	USD	2.14	USD
Ad Hoc Payment: City of Hitchcock - 12/31/2025	Complete	City of Hitchcock	Ad Hoc Payment	Check	12/31/2025		MD-0389071		313713	1,131.47	USD	1,131.47	USD
Ad Hoc Payment: John Charles Boridy - 12/31/2025	Complete	John Charles Boridy	Ad Hoc Payment	Check	12/31/2025		20-CR-3761		313725	100.00	USD	100.00	USD
Ad Hoc Payment: ADRION SMITH - 12/31/2025	Complete	ADRION SMITH	Ad Hoc Payment	Check	12/31/2025		24-CR-4539		313706	10.00	USD	10.00	USD
Ad Hoc Payment: ELVIS SIQUENZA - 12/31/2025	Complete	ELVIS SIQUENZA	Ad Hoc Payment	Check	12/31/2025		17-CR-3523		313719	100.00	USD	100.00	USD
Ad Hoc Payment: DONALD M GUNDERMANN - 12/31/2025	Complete	DONALD M GUNDERMANN	Ad Hoc Payment	Check	12/31/2025		17-CR-1857		313717	120.00	USD	120.00	USD
Ad Hoc Payment: CNA INSURANCE C/O JOHN STANKOVICH, NIELSE, ZEHE& ANTAS, P.C - 12/31/2025	Complete	CNA INSURANCE C/O JOHN STANKOVICH, NIELSE, ZEHE& ANTAS, P.C	Ad Hoc Payment	Check	12/31/2025		23-CR-3101		313714	2,108.88	USD	2,108.88	USD
Ad Hoc Payment: MOAREFTI HOUSHYAR - 12/31/2025	Complete	MOAREFTI HOUSHYAR	Ad Hoc Payment	Check	12/31/2025		23-CR-3101		313729	420.12	USD	420.12	USD
Ad Hoc Payment: Kitten Leopold - 12/31/2025	Complete	Kitten Leopold	Ad Hoc Payment	Check	12/31/2025		24-CR-0874		313728	420.00	USD	420.00	USD
Ad Hoc Payment: Darwin Castellanos - 12/31/2025	Complete	Darwin Castellanos	Ad Hoc Payment	Check	12/31/2025		11-CR-3022		313716	200.00	USD	200.00	USD



View Payment Group

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: HOMETOWN EQUIPMENT RENTALS - 12/31/2025	Complete	HOMETOWN EQUIPMENT RENTALS	Ad Hoc Payment	Check	12/31/2025		MD-0419107		313721	400.00	USD	400.00	USD
Ad Hoc Payment: BOB'S GROCERY - 12/31/2025	Complete	BOB'S GROCERY	Ad Hoc Payment	Check	12/31/2025		25-CR-0873		313709	75.00	USD	75.00	USD
Ad Hoc Payment: Naomi Delarosa - 12/31/2025	Complete	Naomi Delarosa	Ad Hoc Payment	Check	12/31/2025		MD-0421921		313730	30.00	USD	30.00	USD
Ad Hoc Payment: Jason Cameron Blair - 12/31/2025	Complete	Jason Cameron Blair	Ad Hoc Payment	Check	12/31/2025		MD-0422195		313722	130.00	USD	130.00	USD
Ad Hoc Payment: Texas Department of Public Safety - 12/31/2025	Complete	Texas Department of Public Safety	Ad Hoc Payment	Check	12/31/2025		25-CR-0244		313734	10.00	USD	10.00	USD
Ad Hoc Payment: Elric M. King - 12/31/2025	Complete	Elric M. King	Ad Hoc Payment	Check	12/31/2025		MD-0418089		313718	50.00	USD	50.00	USD
Ad Hoc Payment: HEB Pantry - 12/31/2025	Complete	HEB Pantry	Ad Hoc Payment	Check	12/31/2025		MD-0349414		313720	20.00	USD	20.00	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 - 01/02/2026 06:48 AM	30	5,520.47	USD	01/02/2026 08:48:07 AM	Ad Hoc Payment - Odyssey - 01/02/2026 6 06:48 AM.pdf	Positive Pay File for Prosperity-Court Collections Odyssey 9911 on 01/02/2026, 6:48 AM	30	5,520.47	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	01/02/2026 08:31:59 AM	01/03/2026	Susie Smith	1	
Print Checks Task	Print Checks	Not Required		01/03/2026		0	
Print Checks Task	Print Checks	Not Required		01/03/2026		0	
Print Checks Task	Print Checks	Not Required		01/03/2026		0	



View Payment Group

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Print Checks Task	Print Checks	Not Required		01/03/2026		0	
Print Checks Task	Print Checks	Not Required		01/03/2026		0	
Print Checks Task	Print Checks	Not Required		01/03/2026		0	
Print Checks Task	Print Checks	Not Required		01/03/2026		0	
Print Checks Task	Print Checks	Step Completed	01/02/2026 08:48:08 AM	01/02/2026	Annaya Nigrelle	1	
Print Checks Task	Service: Remittance	Step Completed	01/02/2026 08:48:08 AM	01/03/2026	Workday Service	1	

Related Business Processes History

Business Process	Status
Positive Pay File: Prosperity-Court Collections Odyssey 9911 on 01/02/2026 for \$5,520.47	Successfully Completed



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*13.**

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Receive and file the December 2025 Personal Bond/Collections Monthly Report submitted by  
Personal Bond/Collections

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	1/8/26 2:55 pm

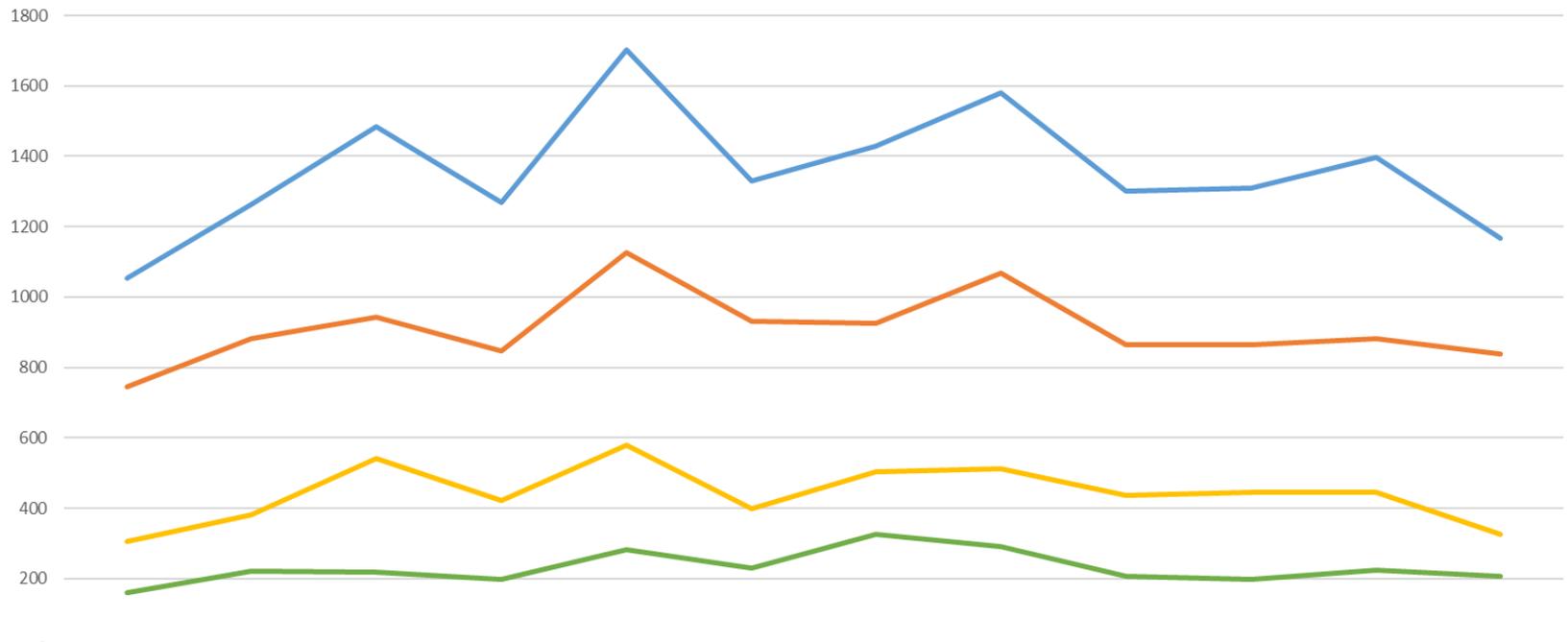
# PERSONAL BOND MONTHLY REPORT DECEMBER 2025

PERSONAL BOND OFFICE

Aaron Johnson, Director

January 6, 2026

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

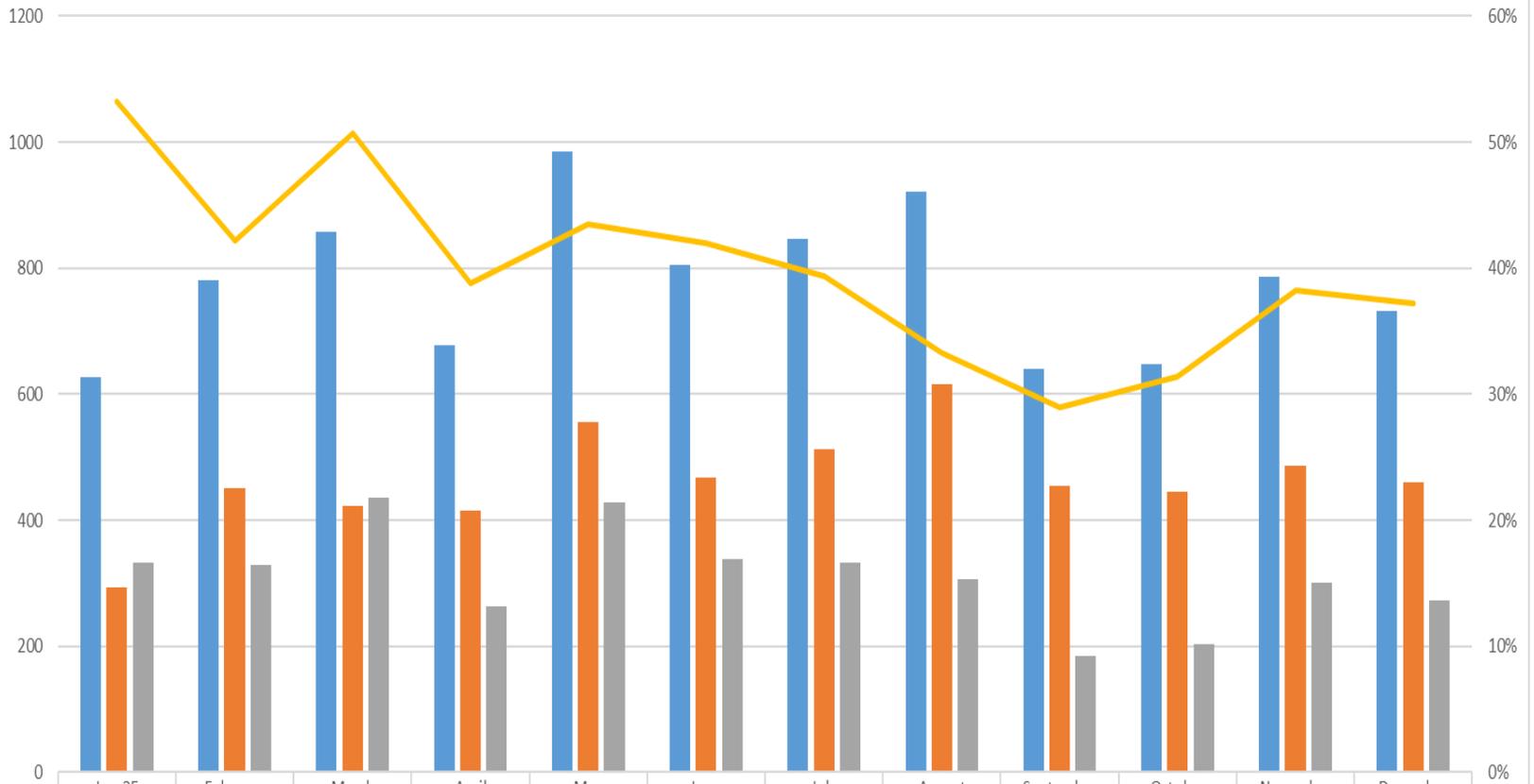


	Jan-25	February	March	April	May	June	July	August	September	October	November	December
Bookings Initiated	1053	1263	1485	1269	1703	1331	1430	1579	1301	1311	1397	1166
FA Completed	746	881	944	846	1125	932	926	1068	864	865	883	839
FA Not Provided	307	382	541	423	578	399	504	511	437	446	446	327
Bail Review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

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

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

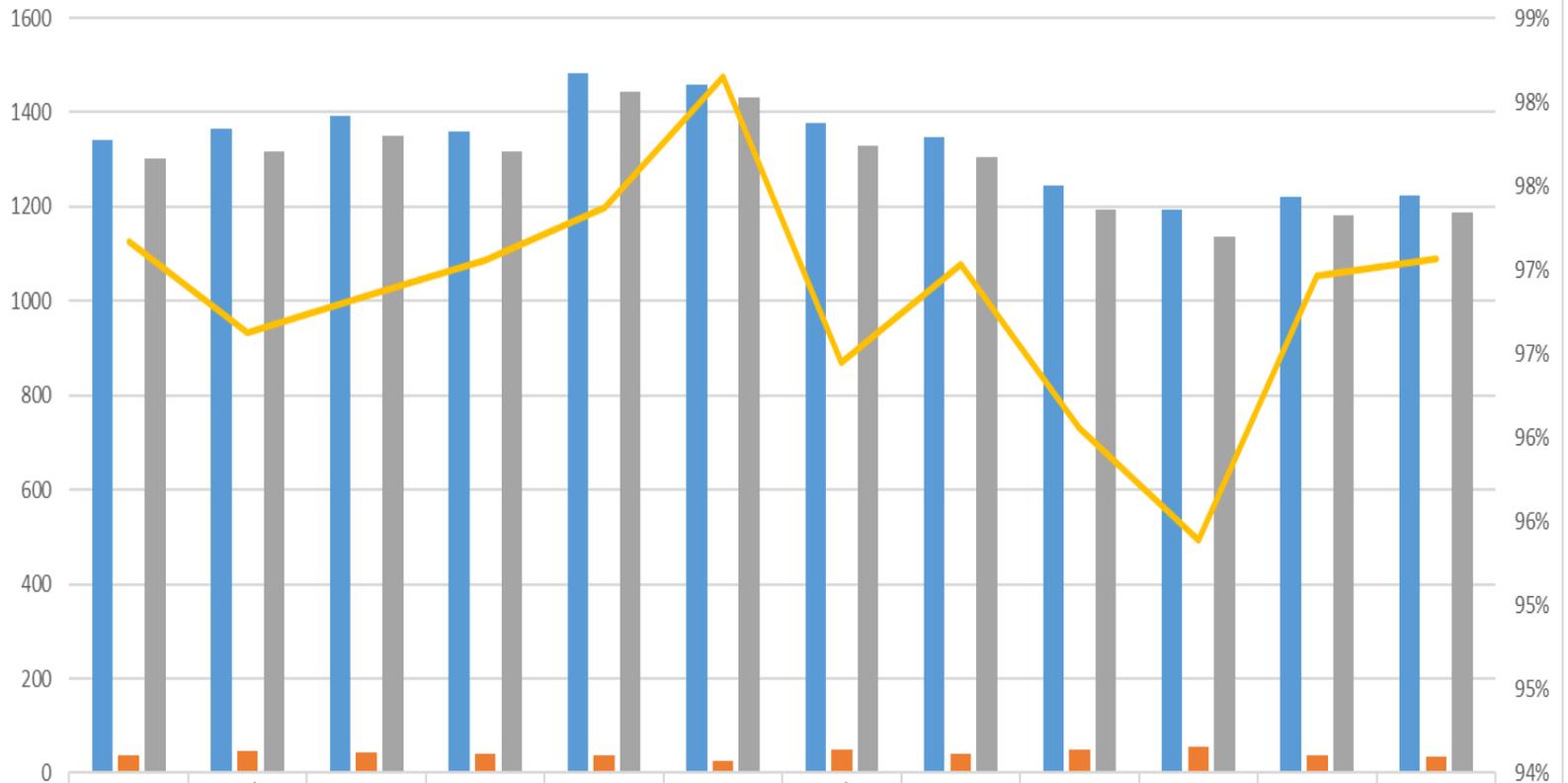
Total Eligible Releases, Type and % to PBO



	Jan-25	February	March	April	May	June	July	August	September	October	November	December
Total Eligible Releases	626	780	858	678	984	805	846	922	639	647	787	732
Releases to Surety	293	451	423	415	556	467	513	615	454	444	486	460
Releases to PBO	333	329	435	263	428	338	333	307	185	203	301	272
% to PBO	53%	42%	51%	39%	43%	42%	39%	33%	29%	31%	38%	37%

■ Total Eligible Releases   
 ■ Releases to Surety   
 ■ Releases to PBO   
 — % to PBO

## Personal Bond Compliance Report based on Monthly Average Population



	Jan-25	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Total Active Population	1340	1364	1393	1358	1482	1458	1378	1346	1244	1193	1220	1225
Total Forfeitures	38	46	44	40	39	27	49	40	49	55	37	36
Total in Compliance	1302	1318	1349	1318	1443	1431	1329	1306	1195	1138	1183	1189
% in Compliance	97%	97%	97%	97%	97%	98%	96%	97%	96%	95%	97%	97%

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



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*14.**

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Receive and file Summary of Biweekly Personnel Movements pay period #01, December 18 - December 31, 2025, submitted by Human Resources

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	1/7/26 12:44 pm

**Biweekly Movement for New Hires PP#01 - 12/18/2025 - 12/31/2025**

<b>Division</b>	<b>Employee</b>	<b>Hire Date</b>	<b>Job Profile</b>	<b>Salary</b>
Sheriff's Office	Dinari Walters	12/18/2025	Corrections Officer I	\$53,316.00
Sheriff's Office	Gregory Hernandez	12/18/2025	Corrections Officer I	\$53,316.00
Sheriff's Office	Johnny Diaz	12/18/2025	Corrections Officer I	\$53,316.00
Sheriff's Office	Marcy Braun	12/18/2025	Deputy Sheriff - T3	\$75,854.00
Road & Bridge	Nathanial Richardson	12/18/2025	Heavy Equipment Operator I	\$37,729.00

**Biweekly Movement for Personnel Movement PP#01 - 12/18/2025 - 12/31/2025**

<b>Division</b>	<b>Employee</b>	<b>Transfer Date</b>	<b>Job Profile</b>	<b>Salary</b>	<b>Reason</b>
Juvenile Justice	Christopher Chambers	12/18/2025	Juvenile Supervision Officer	\$55,464.00	Transfer
District Attorney	Lizbeth Gaona	12/18/2025	Civil Paralegal	\$48,153.00	Promotion
Sheriff's Office	Ricardo Arellano	12/18/2025	Corrections Officer V	\$69,487.00	Promotion

**Biweekly Movement for Terminations PP#01 - 12/18/2025 - 12/31/2025**

<b>Division</b>	<b>Employee</b>	<b>Termination Date</b>	<b>Job Profile</b>	<b>Salary</b>
Personal Bond	Esperanza Villarreal	12/18/2025	Personal Bond Supervision Officer	\$47,156.00
Personal Bond	Jessica Rendon	12/18/2025	Personal Bond Supervision Officer	\$48,154.00
Information Technology	Juan Herrera	12/24/2025	Network Engineer	\$98,585.00
County Clerk	Mae Ross	12/31/2025	Chief Deputy County Clerk - AD	\$75,462.40
Mosquito Control	Michael Moll	12/22/2025	Mosquito Spray Equipment Operator	\$34,222.00
County Clerk	Pamela Young	12/31/2025	Accounting Technician I	\$61,070.00
Sheriff's Office	Ricardo Olmedo	12/19/2025	Deputy Sheriff V	\$75,854.00
Road & Bridge	Ronald Duncan	12/31/2025	Heavy Equipment Operator I	\$37,731.00



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*15.**

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Receive and file Clear Channel Outdoor, LLC no-cost contract for PSA space for 2026 submitted by County Judge

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	1/8/26 3:02 pm
2	Veronica Van Horn	Approve	1/9/26 12:18 pm
3	Dianna Martinez	Approve	1/9/26 12:36 pm

**ACCOUNT EXECUTIVE**

Jimmy Hintz  
jimmyhintz@clearchannel.com

**CLEAR CHANNEL OUTDOOR, LLC**

12852 Westheimer Rd  
Houston, TX 77077

**ORDER #1283399-HOU**

Reference # 2026 CONTRACT  
Galveston County Judge - 2026 Contract -  
12/29/2025

**ADVERTISER**

**Galveston County Judge (#241211)**  
722 Moody, Suite 200  
Galveston, TX 77550

**BILL TO**

**Galveston County Judge (#241211)**  
722 Moody, Suite 200  
Galveston, TX 77550

**HOUSTON**

**OOH SERVICES**

Total Estimated Tax for OOH Services: \$0.00

Deliverable	Product	Quantity	Eligible Displays	Start Week	Period Type	Period Rate	Periods	Total Price
PSA Quantity, Flexible	Digital Bulletin	6	Full Market	12/29/2025	4-Week	\$0.00	13.0	\$0.00

**COMMENTS**

GALVESTON COUNTY ONLY- panels 1120,1137,8173,8174,9502,9524  
Donated-PSA Space as Available \$0.00 -- 12/29/25-12/27/2026

**SUMMARY**

Description	Cost
Total Estimated Tax	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>

Clear Channel may impose a surcharge of 3% on credit card and virtual credit card payments. This fee does not exceed our cost of acceptance. ACH, debit cards, and other accepted payment methods are not subject to a surcharge. Surcharges are not applied where prohibited by law.

### DELIVERY OF PRODUCTION MATERIALS TO CLEAR CHANNEL OUTDOOR

Please deliver production materials to the following addresses (based on your campaign's locations):

Market	Inventory Description	Address	Contact Name	Phone Number
Houston		12852 Westheimer Rd, Houston, TX, 77077		(281) 588-4200

### Schedule of Eligible Displays

Set	Eligible Display
A	Full Market - All displays in the market will be included

## TERMS & CONDITIONS

**1. DEFINED TERMS.** As used in this Contract, these terms shall have the meanings set forth below:

- "Advertising Materials" shall mean all Printed Advertising Materials, Digital Advertising Materials and Full Motion Digital Advertising Materials, as each is defined in Section 4.
- "Campaign" shall mean the advertising services described in the Contract.
- "CC Portal" shall mean the software utilized by Clear Channel to serve and deliver Dynamic Content to non-motion digital signs as more thoroughly described in Section 4.2.
- "Clear Channel" shall mean Clear Channel Outdoor, LLC, a Delaware limited liability company and its successors and assigns.
- "Commencement Date" shall mean the date identified as the commencement date of the Campaign in the Contract.
- "Confidential Information" shall mean any non-public information relating to or disclosed by a party arising from or in connection with this Contract.
- "Contract" shall mean the applicable sales contract for advertising services, these terms and conditions and all guidelines expressly referred to herein, all as the same may be modified from time to time.
- "Customer" shall mean the advertiser and any agency or buying service named in the Contract.
- "Delivery Date" shall mean the date(s) for the delivery of Advertising Materials as set forth in the Contract.
- "Dynamic Content" shall mean data and information feeds supplied by or on behalf of the Customer, such as sports scores, weather or traffic information.
- "Fixed Campaign" shall mean a Campaign where advertising services are provided based on a location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, with guaranteed deliverables. Depending on the Campaign, and subject to these Terms and Conditions, guaranteed deliverables could include, without limitation, confirmed start and end dates for the Campaign, the specific location of Signs where the Advertising Materials will post, and the quantity and/or type of Signs to be used in the Campaign.
- "Flexible Campaign" shall mean a Campaign where advertising services are provided based on a specific location of a Sign or Signs, Quantity Deliverables, or Impressions Deliverable basis, but the actual deliverables are not guaranteed and may be provided in full, in part, or not at all. The option to purchase a Flexible Campaign is available only to Customers with approved credit terms. Clear Channel reserves the right to not offer a Flexible Campaign option at its discretion. Clear Channel will invoice the Customer only for the portion of the Flexible Campaign that has been delivered.
- "Full Motion Spec Sheet" shall mean the unique special instructions sheet associated with each full motion digital sign.
- "Impressions Deliverables" means a Fixed or Flexible Campaign delivered by Clear Channel without the guarantee of specific Sign(s) nor specific quantities of Sign(s).
- "Quantity Deliverables" means a Fixed or Flexible Campaign delivered by Clear Channel without the guarantee of specific Sign(s) location(s).
- "Sign" or "Signs" shall mean the sign or signs identified in the Contract where the advertising services will be performed.

## 2. PAYMENT

- a. Customer shall pay in advance for the services covered by this Contract unless otherwise expressly agreed to in writing.
- b. If Clear Channel has extended credit to Customer, Clear Channel shall, from time to time at intervals following the Commencement Date, bill the "Invoice to" Customer at the e-mail address set forth in the Contract, or to the address provided by Customer if Customer chooses to receive invoices by mail.
- c. Payment by Customer for services rendered hereunder is due within 30 days of the date of the invoice, unless otherwise agreed to in writing.
- d. Payments made by credit card and virtual credit card may be subject to a surcharge.
- e. Past due accounts shall be charged interest from the date of the invoice at a per annum rate of 12%, or the highest rate allowed by applicable law, whichever is less.
- f. If Customer disputes any charges or notices any errors on an invoice, Customer shall contact Clear Channel via email sent to ccbilling@clearchannel.com within 10 days of the invoice date, stating the invoice number, amount and description of the alleged dispute or error, and provide any supporting documentation as may be reasonably required by Clear Channel. All invoice charges shall be considered valid if Customer fails to timely provide notice to Clear Channel of any dispute or error as required herein.
- g. If Customer is past due in payment of any amount, Clear Channel may change the terms of payment by giving Customer written notice. If Clear Channel refers this Contract for collection, Customer shall pay all collection costs incurred by Clear Channel, including reasonable attorney's fees and court costs.

## 3. RIGHTS, OBLIGATIONS AND OTHER AGREEMENTS OF THE PARTIES

### 3.1 OF CUSTOMER

- a. Customer represents and warrants to Clear Channel that:
  - (1) at all times hereunder, all of Customer's products and services, Advertising Materials and, to the extent applicable, all Dynamic Content, shall comply with all applicable federal, state and local laws and regulations,
  - (2) Customer is the rightful owner or licensee of any Advertising Materials the Customer provides for use in the provision of advertising services and the Advertising Materials (i) does not infringe, violate, or misappropriate any trademark, patent, copyright, trade secret, or any other intellectual property right of any third party, (ii) does not contain libelous material, and (iii) includes any disclaimers that may be required by applicable laws, statutes, ordinances, rules and regulations.
  - (3) if the Customer entering into this Contract is an agency or buying service, it has the right to grant the rights and licenses granted herein and the right, power and authority to enter into this Contract on behalf of the advertiser. All legal obligations arising under this Contract are and shall be binding on said agency or buying service and the advertiser, and
  - (4) if this Contract is entered into by an agency or buying service as Customer on behalf of an advertiser, such agency or buying service is liable for invoice payments only to the extent it has been paid by the advertiser. The agency or buying service hereby assigns to Clear Channel all of its rights, title and interest in any claim it may hereafter have for non-payment by advertiser or in the event of a bankruptcy by the advertiser for payment under this Contract and agrees not to file any protest to such claim of Clear Channel.

### 3.2 OF CLEAR CHANNEL

- a. Clear Channel, at its sole discretion, may reject or remove any Advertising Material, art or copy, for any reason or no reason at any time during the term of this Contract. In such case, (i) Clear Channel and/or Customer may terminate this Contract and Clear Channel will reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and (ii) unless Clear Channel's termination of advertising services is due to Customer or the Advertising Material provided by Customer, Customer shall be entitled to receive from Clear Channel a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer for production of Advertising Materials which was not displayed.
- b. Subject to Clear Channel's right to terminate the provision of advertising services, all approved Advertising Materials shall be used by Clear Channel to provide advertising services to Customer in accordance with the terms of the Contract.
- c. Clear Channel shall furnish to Customer proof of performance as follows (1) Permanent Bulletin(s): one close-up photo or digital print for each creative execution within a bulletin campaign including a performance report (2) Rotary Bulletin(s): one close-up and one approach photo or digital print for each rotary start location and each creative execution including a performance report. Rotation cycles shall not be photographed unless the creative copy changes, (3) Poster(s): one close-up photo or digital print for each creative execution within a poster campaign including a performance report and a completion report listing all locations/designs, and (4) Digital: a performance report confirming the execution of the display(s) as contemplated in the Contract.
- d. Clear Channel's obligations under this Contract are subject to and subordinate to the terms and conditions of any applicable leases and all other agreements, licenses and permits relating to any Signs and to applicable federal, state and local laws and regulations.
- e. If Advertising Materials are timely delivered, Clear Channel shall complete posting or vinyl installation of the displays no later than 5 working days after the commencement date specified in the Contract and commence billing on the date copy is fully displayed.
- f. For non-digital Signs, illumination will only be provided if illumination is indicated on the Contract, and will be from dusk until midnight, unless a dollar amount appears next to "Extended illumination"; provided that in all cases illumination hours will be limited to those hours prescribed by applicable law.
- g. Clear Channel reserves the right to preempt Customer's copy for special events or breaking news.
- h. TO THE EXTENT PERMITTED BY LAW, CLEAR CHANNEL MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS CONTRACT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

### 3.3 SANCTIONS COMPLIANCE

- a. OFAC Representation. Customer is, and during the 6 years prior to the date of this Contract has been, in compliance with all laws administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") or any other national or international governmental or inter-governmental organization with applicable jurisdiction over this Contract or the Customer imposing economic sanctions and trade embargoes ("Economic Sanctions Laws") against designated countries ("Embargoed Countries"), regimes, entities, and persons (collectively, "Embargoed Targets"). Customer is not, and during the 6 years prior to the date of this Contract has not been, an Embargoed Target or otherwise in breach of any Economic Sanctions Law.
- b. OFAC Compliance. Customer shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, Customer shall not (a) directly or indirectly engage Clear Channel on behalf of, or redirect the Advertising Materials, or any portion of the Advertising Materials or advertising content to or via, an Embargoed Target or (b) broker, finance, or otherwise facilitate any transaction in relation to the Advertising Materials in violation of any Economic Sanctions Law.

### 3.4 PREVENTION OF ECONOMIC CRIME AND ANTI-CORRUPTION COMPLIANCE

- a. Customer will carry out its obligations under this Contract in compliance with all applicable laws relating to the prevention of bribery, fraud, tax evasion, conflicts of interest, insider dealing and money laundering (including without limitation applicable lobbying, anti-bribery, anti-monopoly and government contracting laws, rules and regulations and all applicable laws prohibiting fraud or falsification of business documents and records) concerning interaction with public officials and private entities and individuals that are from time to time in force including but not limited to:
  - The US Foreign Corrupt Practices Act 1977; and
  - Any other applicable local, state, federal, or international laws applicable to the operation of this Contract or the Customer (together, "Applicable Economic Crime Laws").
- b. Customer shall ensure that all of its shareholders, officers, directors, employees, agents, and any other persons or entities acting on its behalf in connection with the operation of this Contract (collectively, the "Customer Representatives") do so only in compliance Applicable Economic Crime Laws. Customer shall be responsible for the observance and performance by the Customer Representatives of the Applicable Economic Crime Laws.

## 4. CONTENT, PRODUCTION AND DELIVERY

### 4.1 PRINTED ARTWORK AND PRODUCTION MATERIALS

- a. "Printed Advertising Materials" is production materials of quality and in quantity as specified in the Production Contract if applicable, or as otherwise agreed to by the parties to meet the needs hereunder, at places designated by Clear Channel, shipping charges prepaid, and in weight tensile strength, opacity, size and sort. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Printed Advertising Materials as contemplated under this Contract (but not less than a minimum quantity of one complete set of materials and instructions for every display to be posted or vinyl installed)."

b. Customer shall deliver Printed Advertising Materials to Clear Channel not less than 5 business days prior to such Commencement Date. If Clear Channel is printing the Advertising Materials, Customer shall deliver the creative file and any other required materials to Clear Channel not less than 15 business days prior to the Commencement Date. Clear Channel may require additional time for the delivery of Printed Advertising Materials as required under the circumstances, including, without limitation, if third party approval for the Printed Advertising Materials is required.

c. If Customer requests within 60 days after the last date of the display of the Customer's Printed Advertising Materials, Clear Channel shall return any of the Customer's Printed Advertising Materials in its possession to Customer at Customer's sole cost and expense and in "as is" condition. If Customer does not so request, Clear Channel is hereby granted the right, at its sole option, to dispose of all such Printed Advertising Materials at any time after such 60-day period.

#### 4.2 NON-MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. If Customer's suggested digital content is used by Clear Channel, Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any instructions or similar directions, in uncompressed .jpg format, RGB color mode and in 400x1400 pixels for Digital Bulletins, 400x840 pixels for Digital Premiere Panels, 1920x1080 pixels for shelters, or as otherwise agreed to by the parties (collectively, the "Digital Advertising Materials"). All Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than two (2) business days prior to the Commencement Date and through such method of delivery as shall be designated by Clear Channel, unless the Commencement Date is less than 2 business days from execution of this Contract, in which case Clear Channel shall inform Customer of the deadline to deliver the Digital Advertising Materials to Clear Channel prior to the Commencement Date. Customer shall be responsible for any and all costs in connection with the creation, production and delivery to Clear Channel of the Digital Advertising Materials as contemplated under this Contract.

b. Upon the written request of Customer, Clear Channel, in its sole discretion, may permit the Customer to provide Dynamic Content for the CC Portal. In no event shall the unavailability, inactivity or inoperability of the CC Portal constitute a breach of this Contract or provide Customer any right, claim, remedy or otherwise under this Contract or at law.

c. Customer acknowledges and agrees that (1) Clear Channel shall include such filtering technology in the CC Portal as it shall deem appropriate, in its sole discretion, to filter inappropriate content from being served or delivered to Signs, and (2) upon the occurrence of a breach of this Contract by Customer, Clear Channel may, in addition to all other remedies available to it, and in its sole and absolute discretion cease providing advertising services via the CC Portal.

#### 4.3 FULL MOTION DIGITAL CONTENT, PRODUCTION AND RELATED MATTERS

a. If Customer's suggested digital content is used by Clear Channel, Customer shall be obligated to produce and deliver to Clear Channel any and all advertising copy or artwork, images, displays, illustrations, reproductions, and similar advertising materials in digital format, along with any instructions or similar directions in compliance with the production specifications and in the manner provided by Clear Channel on the Full Motion Spec Sheet(s) (collectively, the "Full Motion Digital Advertising Materials").

b. All Full Motion Digital Advertising Materials in form for proper execution of the purpose of this Contract shall be delivered by Customer for receipt by Clear Channel no later than five (5) business days prior to the Commencement Date. Clear Channel shall make commercially reasonable efforts to review, load and schedule properly formatted Full Motion Digital Advertising Materials not delivered by the deadline, however Clear Channel reserves the right to delay advertising services related to the posting date of Customer's Full Motion Digital Advertising Material by one (1) business day for each day of delay in the receipt of such materials without any rate proration or extension of the term.

c. Any special feature requests such as, but not limited to, (i) synchronized audio, (ii) timed broadcast, (iii) where available, use of a crowd camera, and (iv) streaming services, are subject to permits where applicable and additional charges above the standard media rate. Clear Channel does not guarantee the availability of any special features. In addition, no adjustment to the media rate will be made should any special feature fail to operate at Customer's desired performance level during the Customer's advertising campaign.

#### 4.4 QUANTITY DELIVERABLES

Unless stated otherwise in the Contract, for Campaigns sold on a Quantity Deliverables basis, Clear Channel shall have sole discretion to select the mix of Sign(s) location(s) and modify that mix during the Campaign to deliver the deliverables. Any Contract that specifies a quantity, including without limitation a Target Rating Points (TRP) amount or the number of Sign(s) location(s), is sold on a Quantity Deliverables basis unless clearly indicated otherwise in the Contract.

#### 4.5 IMPRESSIONS DELIVERABLES

Unless stated otherwise in the Contract, for Campaigns sold on an Impressions Deliverables basis, Clear Channel shall have sole discretion to select the mix of Sign(s) location(s) and modify that mix during the Campaign to deliver the Impressions Deliverables. Impressions delivered shall be calculated at the end of each performance period as defined by Clear Channel, and on the basis of then available Geopath Impressions for the Sign(s) location(s) selected. Unless stated otherwise in the Contract, if Clear Channel overdelivers on the number of Impressions, Customer's payment obligation shall be capped at the amount shown in the Maximum Cost column of the Contract. Any Contract that specifies Impressions is sold on an Impressions Deliverables basis unless clearly indicated otherwise in the Contract.

#### 4.6 ARCHIVAL MATERIAL AND RIGHT TO USE.

Clear Channel may keep Advertising Materials as it deems fit for Clear Channel's own archival purposes. Customer authorizes Clear Channel to use a picture or photograph of Clear Channel's Sign or Signs displaying the Advertising for Clear Channel's promotional, advertising or prospective sales purposes with clients, prospective clients or for internal use.

#### 4.7 RIGHTS AND OBLIGATIONS

THE PROVISION OF ADVERTISING SERVICES BY CLEAR CHANNEL DOES NOT TRANSFER OWNERSHIP RIGHTS OF ANY ADVERTISING STRUCTURE OR SIGN TO CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT NO LEASE OR LICENSE SHALL ARISE FROM THE PROVISION OF ADVERTISING SERVICES.

#### 5. DISRUPTION OF PERFORMANCE; LOSS OF USE

a. Except as otherwise provided herein, if Clear Channel is unable to perform any of its obligations hereunder as a result of a force majeure, labor dispute, law, government action or order, or similar causes beyond Clear Channel's reasonable control, Clear Channel shall promptly notify the Customer. Customer's sole and exclusive remedy for a delay or failure to perform under this subsection 5(a) shall be receipt of services of substantially equivalent value to what was lost as a consequence of such delay or failure to perform. In no event shall such a delay or failure to perform constitute a breach of this Contract or provide Customer with any other right, claim or remedy under this Contract or at law.

b. Clear Channel shall promptly notify Customer if the lights illuminating a printed Sign are not operating during permitted hours of operations for which lights are required to view the content of the advertising posted on that Sign. Customer's sole and exclusive remedy for such a lighting outage shall be a credit against the charges due hereunder in an amount equivalent to 25% of the charges set forth in the Contract for the period during which the lights did not operate. In no event shall such a lighting outage constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law.

c. If any Sign selected for inclusion in the Campaign shall not be operational as of the Commencement Date or becomes unavailable for use for any reason whatsoever, or is converted to a different technology during the Campaign, Clear Channel shall promptly notify the Customer and the parties will discuss replacing such Sign with an alternate Sign. In no event shall Clear Channel's failure to make a Sign available hereunder in the circumstances described herein constitute a breach of this Contract or provide Customer any other right, claim or remedy under this Contract or at law but Customer shall be entitled to a refund of any prepaid amounts made by Customer to Clear Channel for any impacted Sign that becomes inoperable, unavailable or is converted to different technology.

#### 6. TERMINATION

a. Clear Channel may by providing 14 days advance written notice to Customer, and if Customer fails to cure such breach prior to expiration of the 14 days, terminate this Contract (1) upon material breach by Customer (except for breach of Customer's obligation to deliver Advertising Materials to Clear Channel) or (2) if any monies to be paid by Customer to Clear Channel are past due. Clear Channel's notice shall set forth a summary of the alleged breach and Clear Channel agrees to provide any supporting documentation as may be reasonably requested by Customer. In addition, Clear Channel may upon written notice to Customer terminate this Contract if Advertising Materials have not been received by Clear Channel on or before the date required herein. Upon any termination under this section (a), all unpaid, accrued charges hereunder shall immediately become due and payable and, in addition, Customer shall pay Clear Channel, as liquidated damages and not as a penalty, (i) 100% of the amount payable hereunder for the portion of the Campaign to run in the 60 day period after such termination and (ii) 50% of the amount payable hereunder for the portion of the Campaign to run thereafter.

b. Customer may by providing 14 days advance written notice to Clear Channel, and if Clear Channel fails to cure such breach prior to expiration of the 14 days, terminate this Contract upon material breach by Clear Channel. Customer's notice shall set forth a summary of the alleged breach and Customer agrees to provide any supporting documentation as may be reasonably requested by Clear Channel. Upon such termination, Clear Channel shall reimburse Customer any prepaid amounts made by Customer to Clear Channel for the unexpired portion of the Contract and pay to Customer, as liquidated damages and not as a penalty, and as Customer's sole and exclusive remedy, a sum equal to the actual non-cancelable out-of-pocket costs necessarily incurred by Customer prior to the date of termination for production and delivery to Clear Channel of the Advertising Materials hereunder which were not displayed.

c. Except as otherwise specified herein, this Contract is non-cancellable and neither party shall be liable to the other party for incidental, indirect, consequential or punitive damages or lost profits.

#### 7. INDEMNIFICATION AND HOLD HARMLESS

Customer shall defend, hold harmless and indemnify Clear Channel, its parents, subsidiaries and affiliates, and their respective officers, directors, employees, agents and designees from any and all claims, actions, causes of action, losses, liabilities, demands, damages, penalties, fines, costs and expenses including, without limitation, any incidental, indirect, consequential, punitive or statutory damages or lost profits to a third party, arising from, connected with or related to (i) Customer's Advertising Materials and Dynamic Content, including, infringement in any manner of any copyright, patent, trademark, trade secret or other right of any third party, presentation of any material or information that violates any law or regulation, or failure to include any disclaimer that may be required by applicable laws, statutes, ordinances, rules and regulations or (ii) Customer's products and services.

#### 8. GENERAL

a. It is agreed that the laws of the State of New York shall govern the construction and interpretation of this Contract and the rights and obligations set forth herein. The parties hereto irrevocably waive any and all rights to trial by jury in any proceeding arising out of or relating to this Contract.

b. Customer may not assign or transfer this Contract without first obtaining the written consent of Clear Channel; nor is Clear Channel required to post, install or maintain any material under this Contract for the benefit of any person or entity other than the Customer named in the Contract.

c. Each party agrees that it shall always take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent duplication or disclosure of Confidential Information of the other party other than by or to its employees or agents who must have access to such Confidential Information to perform such party's obligations hereunder.

d. This Contract contains the entire understanding between the parties and, except as expressly provided herein, cannot be changed or terminated unless expressly agreed to in writing and signed by Customer and Clear Channel.

e. The failure of Clear Channel or Customer to enforce any of the provisions of this Contract shall not be construed as a general relinquishment or waiver of that or any other provision.

f. All notices hereunder shall be in writing, deemed given on the date of dispatch, and addressed to Customer and Clear Channel at the addresses listed in the Contract.

g. The invalidity or unenforceability of any portion of this Contract shall not affect the remaining provisions hereof.  
h. This version of the contract supersedes any previous contract associated with this Order number. Any previous contracts are null and void.

**SIGNATURES**

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**GALVESTON COUNTY JUDGE**

**CLEAR CHANNEL OUTDOOR, LLC**

  
\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

MARK HENRY  
\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Name*

12/30/2025  
\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*16.**

---

Receive and file the 2026 Eminent Domain Report with the Texas Comptroller of Public Accounts as required by Government Code 2206.154 submitted by Legal Services Manager

### Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	1/8/26 11:18 am
2	Dianna Martinez	Approve	1/8/26 3:06 pm



**COUNTY of GALVESTON**  
COUNTY COURTHOUSE

722 MOODY AVENUE 2<sup>nd</sup> FLOOR GALVESTON, TEXAS 77550  
Phone: 409-770-5562 Fax: 409-770-5560

January 16, 2025

Hon. Mark Henry  
Hon. County Commissioners' Court  
Galveston County Courthouse  
Galveston, Texas 77550

Re: 2026 Filing of Eminent Domain Report with Texas Comptroller of Public Accounts

Gentlemen:

On January 8, 2025, the County of Galveston filed its Report on Eminent Domain Authority with the Office of the Texas Comptroller of Public Accounts. This report is required by Government Code § 2206.154 and must be filed no later than February 1 of each year.

The report requires the County to identify all legal provisions granting the County eminent domain authority. Attached is a summary of the report filed with the Texas Comptroller of Public Accounts.

Should you have any questions, please contact me.

Sincerely,

Veronica Van Horn  
Legal Services Manager

01/08/2026 09:19:15 AM

User Identification
<b>vvanhorn</b> <b>Van Horn, Veronica</b> <b>veronica.vanhorn@co.galveston.tx.us</b> <b>409-770-5562</b> <b>IP:50.232.206.50</b>

# Eminent Domain Report Confirmation

## Eminent Domain Report Confirmation

**Your 2026 report has been updated for Eminent Domain ID**

**734379**

**Thank you for your submission. Please print this page for your records. The information you have provided will be posted to the public search site.**

**You may update your reported information at any time. Displayed above is the entity's identification number. Please save this number, as you will need it to log back into the system to make updates in the future.**

[Print Confirmation Page](#)

[File Another Report](#)

[Logout](#)

For questions regarding eminent domain reporting, please email us at [transparency@cpa.texas.gov](mailto:transparency@cpa.texas.gov) or call the Transparency team at 844-519-5676.

[texas.gov](https://www.texas.gov) | [Texas Records and Information Locator \(TRAIL\)](#) | [State Link Policy](#) | [Texas Homeland Security](#) | [Texas Veterans Portal](#)

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01/08/2026 09:16:28 AM

**User Identification**

Van Horn, Veronica  
veronica.vanhorn@co.galveston.tx.us  
409-770-5562

# Summary

## Entity Information

Report Year : 2026  
 Entity Texas Taxpayer ID : 17460009081  
 Entity Name : Galveston County  
 Entity Phone Number : (409) 770-5562  
 Entity Website : https://www.galvestoncountytexas.gov/  
 Primary Entity Contact Name : Veronica Van Horn  
 Primary Entity Contact Title : Legal Services Manager  
 Entity Contact Phone Number : (409) 770-5562  
 Primary Contact E-mail : veronica.vanhorn@co.galveston.tx.us  
 Address :  
 Entity Type : GOVERNMENTAL - County  
 Other entity type : N/A  
 Earliest year in which the entity had eminent domain authority : 1876  
 Earliest month in which the entity had eminent domain authority : Unknown  
 Condemnation Petition Filed : NO  
 Email Reminder : N/A  
 Parent Company Name : N/A

## Entity Mailing Address

Address : Galveston County 722 Moody Ave,  
 2nd Floor  
 Galveston TX 77550-2318

## Physical Address

Address : Galveston County 722 Moody Ave,  
 2nd Floor  
 Galveston TX 77550-2318

## Provisions Selected

- Government Code, Section 1474.151
- Government Code, Section 1475.002
- Government Code, Section 1475.052
- Government Code, Section 1477.071
- Government Code, Section 1477.120
- Government Code, Section 1477.121
- Government Code, Section 1505.114
- Government Code, Section 1506.060
- Government Code, Section 2206.001
- Government Code, Section 2206.002
- Government Code, Section 2206.003

Government Code, Section 2206.004  
Government Code, Section 2206.005  
Government Code, Section 2206.006  
Government Code, Section 2206.007  
Government Code, Section 2206.008  
Government Code, Section 2206.009  
Government Code, Section 2206.010  
Government Code, Section 2206.011  
Government Code, Section 2206.012  
Government Code, Section 2206.013  
Government Code, Section 2206.051  
Government Code, Section 2206.052  
Government Code, Section 2206.053  
Government Code, Section 2206.101  
Government Code, Section 2267.061  
Government Code, Section 2267.062  
Government Code, Section 2267.063  
Health and Safety Code, Section 263.022  
Health and Safety Code, Section 264.028  
Health and Safety Code, Section 265.052  
Health and Safety Code, Section 281.054  
Health and Safety Code, Section 364.014  
Human Services Code, Section 63.017  
Human Services Code, Section 63.018  
Local Government Code, Section 241.903  
Local Government Code, Section 261.001  
Local Government Code, Section 263.201  
Local Government Code, Section 273.001  
Local Government Code, Section 273.002  
Local Government Code, Section 273.003  
Local Government Code, Section 280.001  
Local Government Code, Section 280.003  
Local Government Code, Section 293.026  
Local Government Code, Section 325.037  
Local Government Code, Section 331.001  
Local Government Code, Section 331.003  
Local Government Code, Section 335.071  
Local Government Code, Section 351.136  
Local Government Code, Section 383.063  
Local Government Code, Section 392.061  
Local Government Code, Section 507.103  
Local Government Code, Section 561.001  
Local Government Code, Section 562.016  
Local Government Code, Section 571.004  
Local Government Code, Section 572.012  
Local Government Code, Section 572.013  
Natural Resources Code, Section 183.057  
Natural Resources Code, Section 221.021  
Property Code, Section 21.001  
Property Code, Section 21.002  
Property Code, Section 21.003  
Property Code, Section 21.011  
Property Code, Section 21.012  
Property Code, Section 21.013  
Property Code, Section 21.014  
Property Code, Section 21.015  
Property Code, Section 21.016  
Property Code, Section 21.017  
Property Code, Section 21.018  
Property Code, Section 21.019  
Property Code, Section 21.020  
Property Code, Section 21.021  
Property Code, Section 21.022  
Property Code, Section 21.023

Property Code, Section 21.024  
 Property Code, Section 21.025  
 Property Code, Section 21.041  
 Property Code, Section 21.042  
 Property Code, Section 21.043  
 Property Code, Section 21.044  
 Property Code, Section 21.045  
 Property Code, Section 21.046  
 Property Code, Section 21.047  
 Property Code, Section 21.048  
 Property Code, Section 21.049  
 Property Code, Section 21.061  
 Property Code, Section 21.062  
 Property Code, Section 21.063  
 Property Code, Section 21.064  
 Property Code, Section 21.065  
 Property Code, Section 21.101  
 Property Code, Section 21.102  
 Property Code, Section 21.103  
 Tax Code, Section 311.008  
 Transportation Code, Section 022.011  
 Transportation Code, Section 172.159  
 Transportation Code, Section 173.160  
 Transportation Code, Section 174.158  
 Transportation Code, Section 203.065  
 Transportation Code, Section 224.002  
 Transportation Code, Section 224.003  
 Transportation Code, Section 251.006  
 Transportation Code, Section 251.051  
 Transportation Code, Section 251.101  
 Transportation Code, Section 254.005  
 Transportation Code, Section 280.001  
 Transportation Code, Section 281.002  
 Transportation Code, Section 282.011  
 Transportation Code, Section 283.003  
 Transportation Code, Section 283.101  
 Transportation Code, Section 284.003  
 Transportation Code, Section 284.061  
 Transportation Code, Section 284.066  
 Transportation Code, Section 284.067  
 Transportation Code, Section 364.022  
 Transportation Code, Section 457.106  
 Transportation Code, Section 460.107  
 Texas Constitution, Article 1, Section 17  
 Texas Constitution, Article 3, Section 52 (j)  
 Utilities Code, Section 163.013  
 Utilities Code, Section 163.014  
 Water Code, Section 11.033  
 Water Code, Section 49.066  
 Water Code, Section 49.222  
 Water Code, Section 49.224  
 Water Code, Section 57.019  
 Water Code, Section 57.269

Vernon's Civil Statute , Article 6812b Section 13

## Projects Selected

Airports or landing fields  
 Animal treatment facilities  
 Hospitals or other health care facilities

- Incinerators or garbage disposal plants
- Jail or other law enforcement detention facility, including juvenile delinquency facilities
- Other County Buildings Seawalls Levees
- Parks or playgrounds
- Streets, boulevards, alleys, or other public ways

Once you click submit, you will be given a confirmation page that you may also print for your records.

[Print Summary Page](#)

[Submit](#)

For questions regarding eminent domain reporting, please email us at [transparency@cpa.texas.gov](mailto:transparency@cpa.texas.gov) or call the Transparency team at 844-519-5676.

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# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*17.**

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Consideration of approval of a resolution in support of nominating Commissioner Hank Dugie to serve on the Texas Conference of Urban Counties (CUC) Policy Committee submitted by Commissioner Pct 3.

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	1/7/26 11:44 am



# COUNTY OF GALVESTON

On this, the 16<sup>th</sup> day of January 2026, the **Commissioners' Court of Galveston County, Texas**, convened in a special meeting with the following members thereof present:

**Mark Henry, County Judge;**  
**Darrell Apffel, Commissioner, Precinct No. 1;**  
**Joe Giusti, Commissioner, Precinct No. 2;**  
**Hank Dugie, Commissioner, Precinct No. 3;**  
**Robin Armstrong, MD, Commissioner, Precinct No. 4; and**  
**Dwight D. Sullivan, County Clerk**

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

**Whereas**, The **Texas Conference of Urban Counties (CUC)** was established in 1975 to represent the interests of the urban counties in Texas and is reliant on member participation to continue to be effective in impacting state policy decisions; and

**Whereas**, Galveston County has found participation in **CUC** to be of great benefit to Galveston County and to urban counties in general; and

**Whereas**, the **CUC** membership has recognized the value of including county commissioners' courts in the nominating process for the **Policy Committee**; and

**Whereas**, Galveston County wishes to ensure that the **CUC Policy Committee** has members who have the full support of their respective commissioners' courts; and

**Whereas**, Precinct 3 County Commissioner Hank Dugie has expressed an interest in serving on the **Policy Committee** to represent the interest of Galveston County in the policy development process of **CUC**.

**Now, Therefore, Be It Resolved** that the **Commissioner's Court of Galveston County, Texas**, hereby nominates Precinct 3 County Commissioner Hank Dugie to serve on the **CUC Policy Committee** for the 2026-2027 biennium.

**Upon Motion Duly Made and Seconded**, the above Resolution passed on this 16<sup>th</sup> day of January 2026.

**Attest:**

**County of Galveston, Texas**

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

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

\_\_\_\_\_  
**Darrell Apffel, Comm., Pct. #1**

\_\_\_\_\_  
**Hank Dugie, Comm., Pct. #3**

\_\_\_\_\_  
**Joe Giusti, Comm., Pct. #2**

\_\_\_\_\_  
**Robin Armstrong, MD, Comm., Pct. #4**



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*18.**

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Consideration of a resolution honoring the retirement of Mae Ross from the Galveston County Clerk's office submitted by Legal Services Manager

### Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	1/7/26 2:48 pm
2	Dianna Martinez	Approve	1/9/26 12:38 pm



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*19.**

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Consideration of a resolution honoring the retirement of Pamela Young from the Galveston County Clerk's office, submitted by Legal Services Manager

### Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	1/7/26 2:51 pm
2	Dianna Martinez	Approve	1/9/26 12:38 pm



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*20.**

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Consideration of approval of reappointments to the Harris-Galveston Subsidence District submitted by the County Judge

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	1/9/26 11:19 am

# HARRIS-GALVESTON SUBSIDENCE DISTRICT

---

Consideration of approval of (re)appointment of the following individuals to the above-mentioned board:

1. Jason Long – for a term ending 01/31/2028
2. William Alcorn – for a term ending 01/31/2028



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

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

**\*21.**

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**Contract Approval Request Form**

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

- 1) **Date of Request:** 12/16/2025
- 2) **Contract Type:** Expense
- 3) **Renewal Contract:** No
- 4) **Department Name:** Parks and Cultural Services
- 5) **Department Contact:** Julie Walker
- 6) **Description:** Pond services for Walter Hall Park.
  
- 7) **PEID No:** 724499
- 8) **Req No:**
- 9) **Orgkey:** 1101522020
- 10) **Object Code:** 5428000
- 11) **Vendor:**
- 12) **Vendor Contract No:**

**Expenditure Budget/Revenue Projections**

- 13) **Fund Name:** Grounds Maintenance
- 14) **Fund #:** 1101522020 5428000
- 15) **Current Year Budgeted:** \$70,000
- 16) **Current Year Projected:** \$70,000
- 17) **Year 2:**
- 18) **Year 3:**
- 19) **Year 4:**
- 20) **Year 5:**
- 21) **Totals:**

**To Be Completed by Purchasing Department**

- 22) **Contract Start Date:** 11/1/2025
- 23) **Auto Renewal Contract:** Yes
- 24) **Bid No:** N/A
- 25) **Contract End Date:** 12/31/2026
- 26) **Contract # Issued by Purchasing Department:** 244526 (SC-0001001)

**NOTES:** This will allow Clear Water to treat the pond at Walter Hall on an annual basis. JW 12/16/2025

### **Approval History**

---

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Julie Walker	Approve	12/16/25 11:02 am
2	Melissa Fleming	Approve	12/17/25 3:58 pm
3	Francisco Rodriguez	Approve	12/22/25 1:47 pm
4	Diana Huallpa	Approve	12/22/25 2:48 pm
5	Sergio Cruz	Approve	12/22/25 3:35 pm
6	Veronica Van Horn	Approve	1/8/26 2:24 pm

---



Date Issued: 11/5/2025

**2025 and Annually Recurring Lake Management Contract**

C82661 Galveston County Parks  
 C/O:  
 807 Hwy. 3 N  
 League City, TX 77573  
 Phone: (409) 934-8101 Email: martha.lee@co.galveston.tx.us

**We Hereby Submit Specifications And Annual Recurring Costs For:**

Algae and submerged aquatic weed treatment for Galveston County Parks. Program includes application of all registered aquatic algaecides and herbicides, as necessary to provide acceptable management of the algae and submerged weeds in client's lake. Assessments and/or applications will be made approximately twice per month beginning in March (or upon acceptance) through October and once per month January, February, November, and December. **This program also includes the following:**

**Cattail Applications:** Application of registered aquatic herbicides to provide acceptable control of the cattails in the desired areas in and around the client's lake. Client is responsible for removal of dead plant material, if desired once control is achieved.

**Duckweed/ Watermeal Control:** Use of contact herbicides for the spot treatment of minimal duckweed and/or watermeal infestations

Site Address	Return Signed Contract and Payment to:	For Site Specific Questions:
<p>Martha Lee            4102 Main Street            LaMarque TX 77568            United States</p>	<p>Clear Water            c/o Marissa Terraza-Cobo            7018 Neiman Road,            Brookshire, TX 77423            mterrazacobo@joneslakemanagement.com</p>	<p>Alexander Roth            Integration Specialist            713-705-2582            aroth@joneslakemanagement.com</p>

## TERMS AND CONDITIONS

1. All materials, products and/or services offered by Jones Fish Hatcheries & Distributors LLC, DBA Jones Lake Management. ("Jones Lake Management", "our" or "us") are subject to the terms and conditions set forth herein. Client's signature on the last page this Contract shall constitute acceptance of the Jones Lake Management Terms and Conditions as provided herein.
2. This Contract does not include control of duckweed, watermeal, java moss, or *Oscillatoria* species unless specifically stated on Page 1.
3. Treatment visits may be deducted at the end of the Contract year if unscheduled treatments are made during the season. The Contract cost has been spread over the duration of the service period, and early termination of the Contract shall be considered a material breach of the contract and will result in the remaining balance of the Contract price being immediately due at the time of termination, plus any other additional costs and expenses as identified in these Terms and Conditions.
4. All work to be completed by Jones Lake Management shall be completed in a professional manner according to accepted lake management practices. Jones Lake Management warrants that all chemicals used in lake treatment programs are approved for aquatic use by the U.S. Environmental Protection Agency and are used within the dosage rates recommended by the manufacturer and allowed by law.
5. Client understands that critical and unforeseeable factors beyond our control prevent us from eliminating all risks in the use of chemicals; therefore, any warranty, except as expressly stated within this Contract, shall be limited to that provided by the manufacturer of the product used.
6. Limitation of Liability – Jones Lake Management's total liability under this Contract shall be limited to the total price paid by Client to Jones Lake Management for the materials, products and/or services provided hereunder. Under no circumstances shall Jones Lake Management be liable for any consequential, special, or incidental damages of any type or kind.
7. All Jones Lake Management personnel providing treatment services are licensed as required by state and federal laws. Client gives Jones Lake Management permission to keep all pesticide records, however they will be furnished to Client upon written request.
8. This Contract will automatically renew for additional one-year terms unless either party provides notice by November 30<sup>th</sup> of the then-current Contract year of such party's intent to not renew. The costs for all services to be provided by Jones Lake Management in this Contract, including optional services, may be increased annually by Jones Lake Management to be effective on the next January 1<sup>st</sup> of the contact term. Each increase in costs over the prior year's Contract pricing will be limited to the increase in the U.S. Department of Labor, Consumer Price Index for All Urban Consumers ("CPI") for the most recently available 12-month period preceding such 30-day notice period, or 5%, whichever is higher. Jones Lake Management reserves the right to terminate this Contract by January 1<sup>st</sup> if chemical and labor costs exceed the permissible annual adjustment permitted in this Contract. Pricing is based on tax laws in place at the time of execution of this Contract. Any changes to tax laws may modify the total costs quoted herein and Client agrees to any such pass-through increases.
9. This Contract is governed by and shall be construed in accordance with the laws of the State in which the service will be provided.
10. In the event that the Client defaults on, or is in breach of, any part of this Contract, which includes these Terms and Conditions, Jones Lake Management shall be entitled to recover any and all costs and expenses incurred as a result of Client's default or breach, including any and all attorney's fees or other collection costs or expenses, regardless of whether or not a lawsuit is initiated. In addition to the recovery of such costs and expenses, Jones Lake Management may immediately terminate this Contract as a result of Client's breach.
11. If the use of a third-party billing or compliance company is required, the registration or invoice fees will be added to the first invoice of the season.
12. Jones Lake Management assumes no liability for fish loss from the lack of properly sized aeration system and/or oxygen depletion due to excessive vegetation die-off and its subsequent decomposition.
13. Total elimination of all phosphorus is not guaranteed, expected, or possible. Jones Lake Management does not guarantee that these phosphorus reduction applications will eliminate all algae, aquatic weeds, and/or cyanobacteria growth this year, or in future years.

<b>Lake Management Plan</b>		
<b>Service Description</b>	<b>2025 Cost</b>	<b>2026 Cost</b>
<ul style="list-style-type: none"><li>○ Algae &amp; Aquatic Weed Management<ul style="list-style-type: none"><li>○ Duration: November 2025- December 2026</li></ul></li></ul>	<b>\$800.00</b>	<b>\$2150.00</b>
<b>Recommended Optional Services</b>		

**Please be advised that tax will be applied to all taxable services.**

### Payment and Agreement

#### Step 1: Choose payment schedule:

- Once in Full (subsequent years to be billed on November 10<sup>th</sup> prior to service and eligible for 3% discount)
- Monthly installments during service period.

#### Step 2: Enter payment information:

- Credit Card: Acct # \_\_\_\_\_ Exp. Date \_\_\_\_\_ CVV # \_\_\_\_\_
- Bank Account / ACH: Account #: \_\_\_\_\_ Routing #: \_\_\_\_\_  
*\*Our systems are PCI compliant, and all account information is tokenized for an added level of security.*
- Billing, PO# (if applicable) \_\_\_\_\_
  - Mail to the contract address
  - Email Invoice
  - Third Party Invoicing or Compliance

#### Step 3: Additional information if different than above (optional):

For Third Party Companies send communications to [accountsreceivable@joneslakemanagement.com](mailto:accountsreceivable@joneslakemanagement.com).

Company Used / instructions: \_\_\_\_\_

Billing Address (if different) \_\_\_\_\_ Email \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

#### Step 4: Acceptance of Proposal

I have read and understand the prices, specifications, and Terms and Conditions of this Contract and, by signing below, (a) I indicate my acceptance of the same, and (b) authorize Jones Lake Management to do the work as specified above. Payment will be made as stated.

Pricing listed is valid for 30 days after receipt of Contract (or 30 days after proposed start time). Contracts accepted after this will be subject to increased cost or initial clean up fees.

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

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

**This Contract will automatically renew on January 1<sup>st</sup> of each subsequent year. See #8 in Terms and Conditions.**



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*22.**

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Consideration of approval of TXU Energy Contract Service Point Change Request Form RSR-00386771 and RSR-00386772 for the deletion of 2201 Avenue L Galveston, TX 77550 submitted by Facilities.

### Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	1/7/26 4:00 pm
2	Dianna Martinez	Approve	1/8/26 3:33 pm

# TXU Energy Contract Service Point Change Request Form



Request No:	RSR-00386771	Parent Quote Number:	S0400022	Pad Request:	10
Customer Name:	Galveston County	Contract Start Date:	01/01/2020	RDS Quote Number 1:	S0871757
Contact Email:	brittany.jalomo@txu.com	Contract End Date:	05/31/2026	RDS Quote Number 2:	
Business Partner:	0020284603	Contract Rate:	0.03588	RDS Quote Number 3:	
Sales Executive:	Brittany Jalomo	Billing Format:	Multi-site One Invoice	RDS Quote Number 4:	
Form Prepared By:	MARIO SIAN				

ESI ID	Bill To Address(Street, City, St, Zip)	Physical Address(Street, City, St, Zip)	Deal Change Type	*Change Start Date	Market Transaction	Contract Account	Tax Exempt	Like ESI or Usage	Volumes Per ESI:	Non-Traded Volumes Per ESI:	Standing Charge
1008901023801322340100	P.O BOX 1418, GALVESTON, TX 77553-1418	2201 AVENUE L GALVESTON TX 77550-4725	Delete	1/6/2026	Move Out - Remove Meter		<input type="checkbox"/>			3,968	\$0.00

**Notes/Comments:**

Settlement: \$0.00      **\*\*Total Volumes Traded(KWh): 0**  
**\*\*\*Valid To(Expiration): 01/05/2026**

Buyer hereby requests and authorizes Seller to add, delete and/or make other requested changes to the Premises as listed above. (The sales price for electricity quantities for added premises will be added at the existing price per kWh contained in the contract/quote number listed above.) Seller will process the request accordingly and subsequently invoice Buyer the Settlement Charge referenced above plus any applicable sales tax. Buyer may not net additions and deletions by submitting them on a single request form. Request Forms submitted by Buyers whose Agreement with Seller contains specific provisions allowing them to add or delete premises under terms that are expressly contrary to parameters contained in this form will be processed and assessed any fees in compliance with the explicit terms of that Agreement. \*Dates are estimated and will be no later than 3 business days after the receipt of the signed Service Point Change Request form. The actual date will be determined based upon meter and transaction type. \*\*Volumes listed are total volumes traded in the market rounded to the nearest kWh for the remaining term. \*\*\*Barring Significant market movement, this pricing offer is valid through the date and time above.

Authorized Signature:	<input type="text"/>	Date:	<input type="text"/>
Print Name:	<input type="text"/>	Print Title:	<input type="text"/>

By signing this form, Buyer agrees that all information listed on this form is accurate and correct. If there are any discrepancies, please contact your TXU Energy Account Service Manager. If all information is accurate and correct, please sign, print name, title and date, then return to your TXU Energy Account Service Manager before the expiration date above

# TXU Energy Contract Service Point Change Request Form



Request No:	RSR-00386772	Parent Quote Number:	S0397498	Pad Request:	10
Customer Name:	Galveston County	Contract Start Date:	06/01/2026	RDS Quote Number 1:	S0871758
Contact Email:	brittany.jalomo@txu.com	Contract End Date:	05/31/2030	RDS Quote Number 2:	
Business Partner:	0020284603	Contract Rate:	0.03296	RDS Quote Number 3:	
Sales Executive:	Brittany Jalomo	Billing Format:	Multi-site One Invoice	RDS Quote Number 4:	
Form Prepared By:	MARIO SIAN				

ESI ID	Bill To Address(Street,City,St,Zip)	Physical Address(Street,City,St,Zip)	Deal Change Change Type	*Change Start Date	Market Transaction	Contract Account	Tax Exempt	Like ESI or Usage	Volumes Per ESI:	Non-Traded Volumes Per ESI:	Standing Charge
1008901023801322340100	P.O BOX 1418, GALVESTON, TX 77553-1418	2201 AVENUE L GALVESTON TX 77550-4725	Delete	6/23/2026	None					18,749	\$0.00

**Notes/Comments:**

Settlement: \$0.00      **\*\*Total Volumes Traded(KWh): 0**  
**\*\*\*Valid To(Expiration): 01/05/2026**

Buyer hereby requests and authorizes Seller to add, delete and/or make other requested changes to the Premises as listed above. (The sales price for electricity quantities for added premises will be added at the existing price per kWh contained in the contract/quote number listed above.) Seller will process the request accordingly and subsequently invoice Buyer the Settlement Charge referenced above plus any applicable sales tax. Buyer may not net additions and deletions by submitting them on a single request form. Request Forms submitted by Buyers whose Agreement with Seller contains specific provisions allowing them to add or delete premises under terms that are expressly contrary to parameters contained in this form will be processed and assessed any fees in compliance with the explicit terms of that Agreement. \*Dates are estimated and will be no later than 3 business days after the receipt of the signed Service Point Change Request form. The actual date will be determined based upon meter and transaction type. \*\*Volumes listed are total volumes traded in the market rounded to the nearest kWh for the remaining term. \*\*\*Barring Significant market movement, this pricing offer is valid through the date and time above.

Authorized Signature:	<input type="text"/>	Date:	<input type="text"/>
Print Name:	<input type="text"/>	Print Title:	<input type="text"/>

By signing this form, Buyer agrees that all information listed on this form is accurate and correct. If there are any discrepancies, please contact your TXU Energy Account Service Manager. If all information is accurate and correct, please sign, print name, title and date, then return to your TXU Energy Account Service Manager before the expiration date above



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*23.**

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Consideration of approval for the County Judge to sign the proposal from Texas Aircraft Propeller & Acc to repair propellers for Mosquito Control, submitted by Legal Services Manager

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	1/8/26 3:58 pm

# TEXAS AIRCRAFT PROPELLER & Acc.

Estimate/Quote



**Company Contact:**  
 1711 County Road 130, Pearland TX 77581  
 281-485-4400 / 1-800-580-PROP  
[HPowell@txairprop.com](mailto:HPowell@txairprop.com)  
[www.TXAirProp.com](http://www.TXAirProp.com)

**Estimate/Quote for:**  
 NAME: Galveston County Moquito Control  
 Ashley Wilson  
 281-337-4289

Heather Boudreaux  
 DATE QUOTE IS GIVEN: December 23, 2025  
 QUOTATION #: 12232025A

**BOTH PROPS ADDED TOGETHER = \$24,586.00**  
 QUOTE VALID UNTIL: December 26, 2025  
 PO # / CUSTOMER REFERENCE #: TBD

OVERHAULED PROPELLER MODEL #: HC-B3TN-3B		AMOUNT
OVERHAUL	Total Costs for the Routine Parts Kit : Each manufacturer specifies a number of components that must be replaced at each overhaul, including seals, mounting studs, bolts, o-rings and various other parts depending on the make and model of the propeller.	\$5,063.00
	An Estimated Amount of <u>CAD Plating</u> needs to be completed on your parts:	\$700.00
	Routine <u>Labor, Materials, and P/LI</u> for your propeller overhaul will cost:	\$5,380.00
	<i>***** Routine Overhaul TOTAL Costs = \$11,143.00</i>	
OVERHAUL	Removal & Re-Installation of the propeller at our facility	\$750.00
	Dynamic Balance of the propeller at the overhaul is completed and re-installed	\$400.00
	Estimated Taxes, if applicable	TBD
	Staorage Fee for the Plane is free in the community hangar at our facility	\$0.00
<i>Note: All pricing is based on current 2025 OEM rates. If Hartzell issues 2026 pricing before approval is received, updated OEM pricing will apply.</i>		TBD

**Estimated Completion/Pick-Up/Delivery Date: 15-20 BUSINESS DAYS for a routine overhaul**

**\*\* TOTAL: \$12,293.00**

Upon receiving your propeller, we perform a visual inspection and bench check to identify issues like corrosion or damage. The propeller is then disassembled, cleaned, and blade measurements are taken to ensure compliance with manufacturer specifications. Blades are stripped, repaired, polished, and statically balanced. Components undergo etching and Non-Destructive Testing (NDT), including magnetic particle, eddy current, or dye penetrant inspections. Shot peening, Alodining, and painting are completed as needed. We will then send you a full estimate, and reports on the steel parts, hub, and blades. This will tell you if this prop is a routine overhaul, or if there are overgaes required on the overhaul; and if more time is required to finish the overhaul. Your approval WILL be required if it is NOT routine. The propeller is then reassembled, lubricated, and statically balanced, with all applicable directives and bulletins addressed. We maintain detailed records throughout and provide an 8130-3 Airworthiness Approval tag upon completion. Dynamic balancing after installation is recommended—contact us for assistance.

OVERHAULED PROPELLER MODEL #: HC-B3TN-3B		AMOUNT
OVERHAUL	Total Costs for the Routine Parts Kit : Each manufacturer specifies a number of components that must be replaced at each overhaul, including seals, mounting studs, bolts, o-rings and various other parts depending on the make and model of the propeller.	\$5,063.00
	An Estimated Amount of <u>CAD Plating</u> needs to be completed on your parts:	\$700.00
	Routine <u>Labor, Materials, and P/LI</u> for your propeller overhaul will cost:	\$5,380.00
	<i>***** Routine Overhaul TOTAL Costs = \$11,143.00</i>	
OVERHAUL	Removal & Re-Installation of the propeller at our facility	\$750.00
	Dynamic Balance of the propeller at the overhaul is completed and re-installed	\$400.00
	Estimated Taxes, if applicable	TBD
	Staorage Fee for the Plane is free in the community hangar at our facility	\$0.00
<i>Note: All pricing is based on current 2025 OEM rates. If Hartzell issues 2026 pricing before approval is received, updated OEM pricing will apply.</i>		TBD

**Estimated Completion/Pick-Up/Delivery Date: 15-20 BUSINESS DAYS for a routine overhaul**

**\*\* TOTAL: \$12,293.00**

Signature / Approval Given: \_\_\_\_\_

If you have any other questions concerning this quotation, please contact Jason Falzon (JFalzon@txairprop.com) or Heather Boudreaux (HPowell@txairprop.com)

**\* IF COULD**

**Payment for this propeller is required before or at the time of delivery, as you do not have terms established with us.**

You may pay via:  
Check: Once the final invoice is issued.  
Credit Card: Subject to a 3% or 4% processing fee.  
Bank Wire: Subject to a \$15.00 fee.

**Please note that the amount provided above is an estimate only of these charges. They are NOT EXACT, but we will do everythin we can to keep this near the number given. You will be contacted should the number significantly change for any added parts or labor required. ; do not remit payment until the final invoice is issued.**

**Please note:**

You may reply to the email containing this quote to confirm your approval, or you can sign and return the attached document. We require written approval to proceed.

If you do not wish to proceed with the options listed: Please inform us promptly. Our internal processes will continue as scheduled, but we can explore alternative options (such as reconditioned propellers/parts) if available and within your budget. If no suitable options are found, we will need to charge for the teardown and inspection.

Freight and taxes are not included in this estimate. These charges will be finalized after the initial inspection, which typically takes 10-12 business days following receipt of the propeller. A final quote will be provided for approval, including any additional parts or charges.

All inspections on additional parts (e.g., bulkhead) must be completed during the propeller overhaul. If these items are brought in after the overhaul is completed, you will incur separate labor charges for inspection.

Please let us know if you would like to proceed with the given details/options by responding to this email or calling the shop.



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*24.**

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Consideration of a Service Agreement with John Welch, a certificated aviation mechanic for aircraft maintenance and repairs, submitted by Legal Services Manager

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	1/9/26 1:04 pm



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*25.**

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Consideration of a Service Agreement with Mike Jones, a certificated airplane pilot for mosquito aerial spraying, submitted by Legal Services Manager

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	1/9/26 1:07 pm



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

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

**\*26.**

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**Contract Approval Request Form**

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

- 1) **Date of Request:** 1/5/2026
- 2) **Contract Type:** Expense
- 3) **Renewal Contract:** Yes
- 4) **Department Name:** Information Technology
- 5) **Department Contact:** Misty Witmer
- 6) **Description:** Consideration of approval of RightFax Prime Support with Open Text submitted by Information Technology
  
- 7) **PEID No:** N/A
- 8) **Req No:** N/A
- 9) **Orgkey:** 1101159100
- 10) **Object Code:** Software Maintenance
- 11) **Vendor:** Open Text
- 12) **Vendor Contract No:**

**Expenditure Budget/Revenue Projections**

- 13) **Fund Name:** General
- 14) **Fund #:** 1101
- 15) **Current Year Budgeted:** \$15,500.00
- 16) **Current Year Projected:** \$16,558.17
- 17) **Year 2:**
- 18) **Year 3:**
- 19) **Year 4:**
- 20) **Year 5:**
- 21) **Totals:**

**To Be Completed by Purchasing Department**

- 22) **Contract Start Date:** 2/1/2026
- 23) **Auto Renewal Contract:** No
- 24) **Bid No:** N/A
- 25) **Contract End Date:** 1/31/2027
- 26) **Contract # Issued by Purchasing Department:** 245217 - SC-0001006

**NOTES: DIR-CPO-4405**

**Approval History**

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<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Lauren Michaels	Approve	1/5/26 11:05 am
2	Misty Witmer	Approve	1/5/26 12:02 pm
3	Melissa Fleming	Approve	1/6/26 5:12 pm
4	Francisco Rodriguez	Approve	1/7/26 12:04 pm
5	Diana Huallpa	Approve	1/7/26 1:40 pm
6	Sergio Cruz	Approve	1/8/26 2:36 pm
7	Veronica Van Horn	Approve	1/9/26 1:26 pm

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## Information Technology Department

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5WH-

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CAR Form Description:

What:

Who:

Where:

When:

Why:

Additional Information:

<u>Item/Description</u>	<u>Qty</u>	<u>Units</u>	<u>Total</u>
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Total \$

Maintenance: Software    Hardware    FY:    Renewal:    Budget Amount:

DIR Contract    Yes    No

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Charge to account:

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Submitted by:    Date:

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REQUEST ID- # 51995

# OpenText Righfax Renewal

Requested by Perez, Claudia on Dec 22, 2025 01:53 PM | Approval Status : Not Configured

## Details

Request Type	Service Request	Mode	Not Assigned
Status	On Hold - Awaiting Customer/Vendor Response	Level	Not Assigned

## Requester Details

Requester Name	Perez, Claudia	Assets	-
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Site	Base Site	Category	Purchasing
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Group	Business Office	Sub Category	Services
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Technician	Michaels, Lauren	Item	Not Assigned
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Total Cost	16558.17 \$
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Has your department budgeted for this? Yes

Date Needed Completed By: Jan 26, 2026 01:53 PM

## OIT Business Office Use Only

Fiscal Year	Not Assigned	Budget Amount	Not Assigned
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Maintenance	Not Assigned	DIR Contract	Not Assigned
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Submitted By:	Not Assigned	Submitted Date	Not Configured
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Created Date	Dec 22, 2025 01:53 PM	Responded Time	Not Configured
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Due by date	Jan 7, 2026 01:53 PM	Completed Time	Not Configured
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Response Due Date Not Configured

Emails to Notify -

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

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### Description

**Describe what is being purchased?**

Open Text prime support for Rightfax (includes support for Enterprise server/ 16 FoIP (fax over IP channels), 120 connectors for multifunction Konica Minolta devices, Prime Protect and RightFax Extended Support/Limited Extended SUID: 17457-12172 Coverage dates: 2/1/2026 – 1/31/2027 (see attached 5wh)

**Why is this equipment needed?**

**What Department and/or who will use this item?**

**Additional Information - URLs or places items can be purchased:**



Open Text Inc  
 Suites 301 & 302  
 2440 Sand Hill Road  
 Menlo Park CA 94025  
 USA

## Renewal Notice

**Bill To:**  
 Claudia Perez  
 SHI International Corp - 10006164  
 290 Davidson Ave  
 Somerset, NJ, 08873-4145  
 United States

Date: 12/23/25  
**Reference Number:** RC831438  
 Contract Number: 0012077268  
 Maintenance Term Start Date: 2/1/26  
 Maintenance Term Expiration Date: 1/31/27  
 Quote Expires: 1/31/26  
 Payment Terms: Net 30  
 Previous PO Number: GP01311765

**Ship To:**  
 County of Galveston - 10065189  
 722 Moody Ave Ste 202  
 Galveston, TX, 77550-2318  
 United States

**End User Information:**  
 County of Galveston - EU00101738  
 722 Moody Ave Ste 202  
 Galveston, TX, 77550-2318  
 United States

QTY	PRODUCT	AMOUNT
1	OpenText Fax Extended Support/Limited Extended Support (RightFax Supp) 02/01/26 to 01/31/27	2,648.00
1	OpenText Fax Prime Protect (RightFax Supp) 02/01/26 to 01/31/27	1,814.37
120	Fax Connector for all Konica Minolta MFPs 50-499 Maintenance (RightFaxMFP Modules) 02/01/26 to 01/31/27 Unique #: 17457-12172 Unique Name: 17457-12172	3,912.00
15	Fax Additional DDC Maintenance (RightFax Capacity Additions) 02/01/26 to 01/31/27 Unique #: 17457-12172 Unique Name: 17457-12172	3,465.00
1	Fax Enterprise Suite Edition Maintenance (RightFax Fax Srv) 02/01/26 to 01/31/27 Unique #: 17457-12172 Unique Name: 17457-12172 Serial #: ESU08012946	2,446.80
16	Fax FOIP Enable and Existing Fax Document Delivery Channel Maintenance(RightFax Capacity Additions) 02/01/26 to 01/31/27 Unique #: 17457-12172 Unique Name: 17457-12172	2,272.00

*Note: The line item pricing provided above is for reference purposes only. Support fees are calculated on an aggregate basis based on total license volumes and have been distributed across the specific product configuration upon customer request only. Therefore, line item pricing above does not reflect the true itemized cost per item. The line item prices above do not reflect any potential reduction in the total amount due in the event that any items are removed from support under the same order. Should you have a query regarding a specific line item or module, please contact your Support Renewal Specialist.*

Subtotal excl Tax	16,558.17 USD
Tax	0.00 USD
<b>Total</b>	<b>16,558.17 USD</b>
Total as of 2/1/26	18,213.99 USD

Taxes are subject to change

**\*Important Reminder**

Renewals on or after the term start date are considered late; a late payment charge will apply and is included herein for reference. Pricing is valid through the quote expiration date, after which time a new quote will be provided, and additional fees assessed.

OpenText is rebranding its portfolio of products. In this transition period, there may be differences in product names and SKU descriptions across our quotes, orders, and invoices. Our SKU numbers will remain the same and will serve as the consistent identifier. Please refer here <https://www.opentext.com/products/rebrand> for further information and for a mapping table of old to new names.

**Send Payments To:**

OpenText Inc.  
24685 Network Place  
Chicago, IL  
60673-1246  
US

**Banking Information:**

JPMORGAN CHASE BANK, N.A.  
Bank Account: 802909309  
Swift: CHASUS33XXX  
PlusGiro: 071000013



**Pay Online by Credit Card or Upload a Purchase Order:**  
<https://epay.opentext.com/RR-R-USD-RC831438-1655817>



**Direct All Inquiries to:**  
Harsha Kakar @ or [fddg-renewals@opentext.com](mailto:fddg-renewals@opentext.com)  
Please reference #RC831438

By accepting this Renewal Notice the recipient ("you" or "Company") authorizes OpenText to invoice you for this support renewal. Should you wish to accept this Renewal Notice through your signature, please sign and email this Renewal Notice to [fddg-renewals@opentext.com](mailto:fddg-renewals@opentext.com)

**This Renewal Notice can be accepted in writing (by email or signature) or by issuing a purchase order for the amount stated in the Renewal Notice or paying the amounts specified.**

By accepting the Renewal Notice for and on behalf of the End User identified above ("**Customer**" or "**End User**"), you are entering into a binding agreement for the provision of support services on the terms and fees set out herein. You (i) confirm that you have read, understood and agree to the terms and conditions accompanying this Renewal Notice; (ii) warrant that you have the authority to bind the Customer; and (iii) warrant that no further steps, approvals or authorisations are required to procure or pay for support services. In the event you require a purchase order or any other document to be issued in order to renew the support services, you acknowledge and agree that any preprinted terms contained in or accompanying such purchase order shall have no legal effect even if such purchase order is later in time or OpenText acknowledges or issues an invoice to Customer after receiving the purchase order.

**Authorized Signature:**

**Bill To Address (if different from above):**

.....  
**Name (printed):**

.....  
**Date:**

.....  
**Email Address:**

.....  
**Title:**

## Terms and Conditions

- Open Text agrees to supply, and Customer agrees to buy, support services specified in the Renewal Notice in accordance with the terms and conditions set out in the applicable Software Maintenance Program Handbook available at [www.opentext.com/agreements](http://www.opentext.com/agreements) ("SMPH") and in either: (i) the Software Support Terms and Conditions for the country of the Open Text entity named in this Renewal Notice, available at [www.opentext.com/agreements](http://www.opentext.com/agreements), or (ii) a signed agreement between you and Open Text covering the provision of support services.
- All support software must be licensed by Customer in accordance with the applicable software license agreement signed by the parties, or in the absence of such signed agreement, under the terms of the applicable Open Text End User License Agreement ("EULA") in force at the time of the original software license purchase for the country of the Open Text entity from which the support software was purchased. The current EULA is available at [www.opentext.com/agreements](http://www.opentext.com/agreements).
- Open Text will issue an invoice to Customer and payment is due on or before the date specified on the invoice. A failure to pay the invoice on the due date in accordance with the payment terms of this Renewal Notice may result in Open Text's suspension or termination of the support services. Any preprinted terms contained in or accompanying such purchase order shall have no legal effect even if such purchase order is later in time or Open Text acknowledges or issues an invoice to Customer after receiving the purchase order. Customer purchase orders are for administrative convenience and not a condition of payment. Not providing a purchase order does not relieve Customer from the obligation to make timely payments as set forth in this Renewal Notice.
- If you have purchased additional support packages, Open Text customer support services are provided in accordance with the terms of and governed by the applicable Open Text support handbook applicable to the relevant support program subscription sent to you with this Renewal Notice or available on [www.opentext.com/agreements](http://www.opentext.com/agreements). If you elected the add-on, it will be included on future renewals.
- **Extended/Limited Extended Support:** Where your Renewal Notice includes Extended/Limited Extended support, this service is provided in accordance with the terms and conditions set out in the Extended Support Handbook available at [www.opentext.com/agreements](http://www.opentext.com/agreements). Full product lifecycle information is accessible on the Customer Service Portal (login required). Please note that the level of service is dependent on the stage of the product lifecycle.

- **Billing/Invoice Address:** If different from Renewal Notice, please complete the following:

Bill To Company: \_\_\_\_\_

Bill To Contact: \_\_\_\_\_

Bill To Address: \_\_\_\_\_

- **Arrangements where Company is a 'Bill To' entity (and not the End User):**

If you are a party renewing Open Text support for the benefit of an Open Text software End User (other than an OpenText Partner Network partner authorized by OpenText to provide support to the Customer, a "Support Partner"), then the following applies and shall prevail over the applicable agreement pursuant to which you are renewing support for the End User:

- OpenText agrees to work together with you on an exception basis, with the sole objective to enable the End User to renew support and maintenance for the OpenText products listed in this Renewal Notice.
- Subject to the terms of this Renewal Notice, OpenText grants to Company the limited, non-exclusive and non-transferable right to pass through to the End User the right to access OpenText support and maintenance for the OpenText products listed in the Renewal Notice, on the condition that Company pays the amount set out in this Renewal Notice.
- As soon as payment is made by Company to OpenText, Company's rights set out above shall terminate with immediate effect.
- Except as set out above, no resale, marketing, licensing, sub-licensing or user rights of any kind are granted to Company. Company shall not assign, sublicense or transfer (by operation of law or otherwise) any of its rights or obligations under this Renewal Notice without the prior written consent of OpenText.
- Company shall pay all amounts due to OpenText under this Renewal Notice within timeframe set out above, without deduction, set-off or counterclaim. Any terms and conditions listed in or accompanying a purchase order raised by Company against this Renewal Notice are considered null and void. Unless otherwise agreed between the parties, any overdue amounts will bear interest at the rate of 1.5% per month (18% per annum), or the maximum rate allowed by law, if less, until fully paid.
- By making the payment to OpenText, as detailed in the renewal notice, Company:

- a) confirms that the End User is purchasing support exclusively on terms including the applicable Software Maintenance Program Handbook ("SMPH") and that the End User constitutes the "customer" under the SMPH located at [www.opentext.com/agreements](http://www.opentext.com/agreements).
- b) acknowledges that OpenText may require that Company provides confirmation of End User's acceptance of the terms of the SMPH.
- c) acknowledges that OpenText may contact the End User directly.
- d) acknowledges that Company shall not make any representations, warranties, or guarantees regarding OpenText support services or products, and Company agrees to indemnify OpenText against any and all claims arising as a result of a breach of the foregoing obligations.
- e) acknowledges and warrants Company and End User are not located in, under the control of, or a national or resident of: (a) any country subject to United Nations ("UN"), Canada, the European Union ("EU") or the United States ("US") embargo, including but not limited to Cuba, Iran, North Korea, Sudan and Syria; or (b) to anyone on the US Treasury Department's list of Specially Designated Nationals, the US Commerce Department's Entity List, or the US Commerce Department's Denied Parties list, EU Sanctioned Party list, or any other relevant national or international lists that would prohibit the export, re-export, import or use of OT products and/or services.
- f) acknowledges that Company will comply with the Foreign Corrupt Practices Act of the U.S., the Bribery Act of the U.K., any local laws or regulations, and OpenText's related corporate policies ("Anti-Corruption Laws") including their prohibitions regarding the direct or indirect payment or giving of anything of value to an official of a foreign government, political party or governmental or non-governmental agency for the purpose of influencing an act or decision in their official capacity or inducing the official to use their or their organization's influence to obtain or retain business involving the OpenText products and/or services. Company will not violate or knowingly let anyone violate the Anti-Corruption Laws with respect to the sale, licensing and use of the OpenText products and/or services.
- g) confirms that upon OpenText's request, Company will provide OpenText with written certifications regarding Company's compliance with Anti-Corruption Laws. Company warrants that none of Company's principals, staff, officers or key employees are government officials, candidates of political parties, or other persons who might assert illegal influence on OpenText's behalf. OpenText shall have the right to immediately terminate this document for cause in the event of an improper payment by Company in violation of the Anti-Corruption Laws.
- h) acknowledges that information exchanged under this document will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this document and may only be shared with employees, agents, or contractors with a need to know such information.

If you are a Support Partner, the terms of your Support Partner appendix/addendum will apply to your purchase of support and maintenance under this Renewal Notice for the benefit of the End User.



"Go Green" To align with OpenText's corporate efficiency goals, OpenText will deliver a PDF copy of your invoice to the same email address this Support Renewal is being delivered to, unless you specifically request otherwise. If you would prefer an alternate delivery method or that the invoice be sent to an alternate email address, please contact [einvoice@opentext.com](mailto:einvoice@opentext.com).



[EXTERNAL]RE: [EXTERNAL]RE: Quote- RightFax

From SouthTexasGOV <SouthTexasGOV@SHI.com>

Date Mon 1/5/2026 9:51 AM

To Michaels, Lauren <Lauren.Michaels@galvestoncountytx.gov>; Lauren Simone <Lauren\_Simone@SHI.com>; SouthTexasGOV <SouthTexasGOV@SHI.com>

**CAUTION:** This email is from outside Galveston County's system. Only click links or open attachments if you trust the sender. Suspect phishing? Select "**Report phishing**" in Outlook.

Hi Lauren,

I'm still working on this with Rightfax, I did not hear back from them over the weekend.

Regards,



Lauren Simone  
Client Solutions Manager  
Office: +17328686210

You can unsubscribe from sales communications [here](#).

Your preferences will be updated promptly. For more information, please review our [Privacy Policy](#).

**From:** Michaels, Lauren <Lauren.Michaels@galvestoncountytx.gov>

**Sent:** Monday, January 5, 2026 10:17 AM

**To:** Lauren Simone <Lauren\_Simone@SHI.com>; SouthTexasGOV <SouthTexasGOV@SHI.com>

**Subject:** Re: [EXTERNAL]RE: Quote- RightFax

Good morning Lauren,

Do you have an update on this?

**Lauren Michaels**

Enterprise Business Manager

**Department of Enterprise Services**

**NOTE TO OUR CUSTOMERS:** To ensure your technology-related needs are being captured, all inquiries and requests should be directed to our IT Service Desk via the web portal, emailing [tickets@galvestoncountytx.gov](mailto:tickets@galvestoncountytx.gov) or calling **X2685**.

**From:** Lauren Simone <Lauren\_Simone@SHI.com>

**Sent:** Wednesday, December 31, 2025 2:03 PM

**To:** Michaels, Lauren <Lauren.Michaels@galvestoncountytx.gov>; SouthTexasGOV <SouthTexasGOV@SHI.com>

**Subject:** [EXTERNAL]RE: Quote- RightFax

**CAUTION:** This email is from outside Galveston County's system. Only click links or open attachments if you trust the sender. Suspect phishing? Select **"Report phishing"** in Outlook.

Hi Lauren,

I'm still working on this with RightFax.

Regards,



Lauren Simone  
Client Solutions Manager  
Office: [+17328686210](tel:+17328686210)

You can unsubscribe from sales communications [here](#).

Your preferences will be updated promptly. For more information, please review our [Privacy Policy](#).

**From:** Lauren Simone <[Lauren\\_Simone@SHI.com](mailto:Lauren_Simone@SHI.com)>

**Sent:** Monday, December 29, 2025 11:27 AM

**To:** Michaels, Lauren <[Lauren.Michaels@galvestoncountytexas.gov](mailto:Lauren.Michaels@galvestoncountytexas.gov)>; SouthTexasGOV <[SouthTexasGOV@SHI.com](mailto:SouthTexasGOV@SHI.com)>

**Subject:** RE: Quote- RightFax

Hi Lauren,

I'm still working on this with RightFax.

Regards,



Lauren Simone  
Client Solutions Manager  
Office: [+17328686210](tel:+17328686210)

You can unsubscribe from sales communications [here](#).

Your preferences will be updated promptly. For more information, please review our [Privacy Policy](#).

**From:** Lauren Simone <[Lauren\\_Simone@SHI.com](mailto:Lauren_Simone@SHI.com)>

**Sent:** Tuesday, December 23, 2025 12:44 PM

**To:** Michaels, Lauren <[Lauren.Michaels@galvestoncountytexas.gov](mailto:Lauren.Michaels@galvestoncountytexas.gov)>; SouthTexasGOV <[SouthTexasGOV@SHI.com](mailto:SouthTexasGOV@SHI.com)>

**Subject:** RE: Quote- RightFax

Hi Lauren,

I will get to work on this request for you.

Regards,



Lauren Simone  
Client Solutions Manager  
Office: [+17328686210](tel:+17328686210)

You can unsubscribe from sales communications [here](#).

Your preferences will be updated promptly. For more information, please review our [Privacy Policy](#).

**From:** Michaels, Lauren <[Lauren.Michaels@galvestoncountytx.gov](mailto:Lauren.Michaels@galvestoncountytx.gov)>  
**Sent:** Tuesday, December 23, 2025 12:18 PM  
**To:** Teresa Sapichino <[teresa\\_sapichino@shi.com](mailto:teresa_sapichino@shi.com)>  
**Subject:** Quote- RightFax

External Sender: Use caution with links/attachments.

Good morning Teresa,

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

QTY	PRODUCT	
1	OpenText Fax Extended Support/Limited Extended Support (RightFax Supp) <b>02/01/26 to 01/31/27</b>	1000056334
1	OpenText Fax Prime Protect (RightFax Supp) <b>02/01/26 to 01/31/27</b>	1000047453
120	Fax Connector for all Konica Minolta MFPs 50-499 Maintenance (RightFaxMFP Modules) <b>02/01/26 to 01/31/27</b> <b>Unique #: 17457-12172 Unique Name: 17457-12172</b>	1000021187 <b>(S-CPRFPG0145_M)</b>
15	Fax Additional DDC Maintenance (RightFax Capacity Additions) <b>02/01/26 to 01/31/27</b> <b>Unique #: 17457-12172 Unique Name: 17457-12172</b>	1000021283 <b>(S-CPRFPG2450007_M)</b>
1	Fax Enterprise Suite Edition Maintenance (RightFax Fax Srv) <b>02/01/26 to 01/31/27</b> <b>Unique #: 17457-12172 Unique Name: 17457-12172</b> <b>Serial #: ESU08012946</b>	1000021489 <b>(S-CPRFPGENTSTE-B_M)</b>
16	Fax FOIP Enable and Existing Fax Document Delivery Channel Maintenance(RightFax Capacity Additions) <b>02/01/26 to 01/31/27</b> <b>Unique #: 17457-12172 Unique Name: 17457-12172</b>	1000021416 <b>(S-CPRFPGDDCFOIPU_M)</b>

Thank you,

**Lauren Michaels**  
Enterprise Business Manager

722 Moody, 6th floor, Galveston, TX 77550

[LaurenMichaels@galvestoncountytx.gov](mailto:LaurenMichaels@galvestoncountytx.gov)

409.770.6233

[galvestoncountytx.gov](http://galvestoncountytx.gov)



## DEPARTMENT of ENTERPRISE SERVICES

NOTE TO OUR CUSTOMERS: To ensure your technology-related needs are being captured, all inquiries and requests should be directed to our IT Service Desk via the web portal, emailing [tickets@galvestoncountytx.gov](mailto:tickets@galvestoncountytx.gov) or calling X2685.





Open Text Inc  
 Suites 301 & 302  
 2440 Sand Hill Road  
 Menlo Park CA 94025  
 USA

## Renewal Notice

**Bill To:**  
 Claudia Perez  
 SHI International Corp - 10006164  
 290 Davidson Ave  
 Somerset, NJ, 08873-4145  
 United States

Date: 12/30/25  
**Reference Number:** RC831438  
 Contract Number: 0012077268  
 Maintenance Term Start Date: 2/1/26  
 Maintenance Term Expiration Date: 1/31/27  
 Quote Expires: 1/31/26  
 Payment Terms: Net 30  
 Previous PO Number: GP01311765

**Ship To:**  
 County of Galveston - 10065189  
 722 Moody Ave Ste 202  
 Galveston, TX, 77550-2318  
 United States

**End User Information:**  
 County of Galveston - EU00101738  
 722 Moody Ave Ste 202  
 Galveston, TX, 77550-2318  
 United States

QTY	PRODUCT	AMOUNT
1	OpenText Fax Extended Support/Limited Extended Support (RightFax Supp) 02/01/26 to 01/31/27	2,648.00
1	OpenText Fax Prime Protect (RightFax Supp) 02/01/26 to 01/31/27	1,814.37
120	Fax Connector for all Konica Minolta MFPs 50-499 Maintenance (RightFaxMFP Modules) 02/01/26 to 01/31/27 Unique #: 17457-12172 Unique Name: 17457-12172	3,912.00
15	Fax Additional DDC Maintenance (RightFax Capacity Additions) 02/01/26 to 01/31/27 Unique #: 17457-12172 Unique Name: 17457-12172	3,465.00
1	Fax Enterprise Suite Edition Maintenance (RightFax Fax Srv) 02/01/26 to 01/31/27 Unique #: 17457-12172 Unique Name: 17457-12172 Serial #: ESU08012946	2,446.80
16	Fax FOIP Enable and Existing Fax Document Delivery Channel Maintenance(RightFax Capacity Additions) 02/01/26 to 01/31/27 Unique #: 17457-12172 Unique Name: 17457-12172	2,272.00

DIR-CPO-4405

*Note: The line item pricing provided above is for reference purposes only. Support fees are calculated on an aggregate basis based on total license volumes and have been distributed across the specific product configuration upon customer request only. Therefore, line item pricing above does not reflect the true itemized cost per item. The line item prices above do not reflect any potential reduction in the total amount due in the event that any items are removed from support under the same order. Should you have a query regarding a specific line item or module, please contact your Support Renewal Specialist.*

Subtotal excl Tax	16,558.17 USD
Tax	0.00 USD
<b>Total</b>	<b>16,558.17 USD</b>
Total as of 2/1/26	18,213.99 USD

Taxes are subject to change

**\*Important Reminder**

Renewals on or after the term start date are considered late; a late payment charge will apply and is included herein for reference. Pricing is valid through the quote expiration date, after which time a new quote will be provided, and additional fees assessed.

OpenText is rebranding its portfolio of products. In this transition period, there may be differences in product names and SKU descriptions across our quotes, orders, and invoices. Our SKU numbers will remain the same and will serve as the consistent identifier. Please refer here <https://www.opentext.com/products/rebrand> for further information and for a mapping table of old to new names.

**Send Payments To:**

OpenText Inc.  
24685 Network Place  
Chicago, IL  
60673-1246  
US

**Banking Information:**

JPMORGAN CHASE BANK, N.A.  
Bank Account: 802909309  
Swift: CHASUS33XXX  
PlusGiro: 071000013



**Pay Online by Credit Card or Upload a Purchase Order:**  
<https://epay.opentext.com/RR-R-USD-RC831438-1655817>



**Direct All Inquiries to:**  
Harsha Kakar @ or [fddg-renewals@opentext.com](mailto:fddg-renewals@opentext.com)  
Please reference #RC831438

By accepting this Renewal Notice the recipient ("you" or "Company") authorizes OpenText to invoice you for this support renewal. Should you wish to accept this Renewal Notice through your signature, please sign and email this Renewal Notice to [fddg-renewals@opentext.com](mailto:fddg-renewals@opentext.com)

**This Renewal Notice can be accepted in writing (by email or signature) or by issuing a purchase order for the amount stated in the Renewal Notice or paying the amounts specified.**

By accepting the Renewal Notice for and on behalf of the End User identified above ("**Customer**" or "**End User**"), you are entering into a binding agreement for the provision of support services on the terms and fees set out herein. You (i) confirm that you have read, understood and agree to the terms and conditions accompanying this Renewal Notice; (ii) warrant that you have the authority to bind the Customer; and (iii) warrant that no further steps, approvals or authorisations are required to procure or pay for support services. In the event you require a purchase order or any other document to be issued in order to renew the support services, you acknowledge and agree that any preprinted terms contained in or accompanying such purchase order shall have no legal effect even if such purchase order is later in time or OpenText acknowledges or issues an invoice to Customer after receiving the purchase order.

**Authorized Signature:**

**Bill To Address (if different from above):**

.....  
**Name (printed):**

.....  
**Date:**

.....  
**Email Address:**

.....  
**Title:**

## Terms and Conditions

- Open Text agrees to supply, and Customer agrees to buy, support services specified in the Renewal Notice in accordance with the terms and conditions set out in the applicable Software Maintenance Program Handbook available at [www.opentext.com/agreements](http://www.opentext.com/agreements) ("SMPH") and in either: (i) the Software Support Terms and Conditions for the country of the Open Text entity named in this Renewal Notice, available at [www.opentext.com/agreements](http://www.opentext.com/agreements), or (ii) a signed agreement between you and Open Text covering the provision of support services.
- All support software must be licensed by Customer in accordance with the applicable software license agreement signed by the parties, or in the absence of such signed agreement, under the terms of the applicable Open Text End User License Agreement ("EULA") in force at the time of the original software license purchase for the country of the Open Text entity from which the support software was purchased. The current EULA is available at [www.opentext.com/agreements](http://www.opentext.com/agreements).
- Open Text will issue an invoice to Customer and payment is due on or before the date specified on the invoice. A failure to pay the invoice on the due date in accordance with the payment terms of this Renewal Notice may result in Open Text's suspension or termination of the support services. Any preprinted terms contained in or accompanying such purchase order shall have no legal effect even if such purchase order is later in time or Open Text acknowledges or issues an invoice to Customer after receiving the purchase order. Customer purchase orders are for administrative convenience and not a condition of payment. Not providing a purchase order does not relieve Customer from the obligation to make timely payments as set forth in this Renewal Notice.
- If you have purchased additional support packages, Open Text customer support services are provided in accordance with the terms of and governed by the applicable Open Text support handbook applicable to the relevant support program subscription sent to you with this Renewal Notice or available on [www.opentext.com/agreements](http://www.opentext.com/agreements). If you elected the add-on, it will be included on future renewals.
- **Extended/Limited Extended Support:** Where your Renewal Notice includes Extended/Limited Extended support, this service is provided in accordance with the terms and conditions set out in the Extended Support Handbook available at [www.opentext.com/agreements](http://www.opentext.com/agreements). Full product lifecycle information is accessible on the Customer Service Portal (login required). Please note that the level of service is dependent on the stage of the product lifecycle.

- **Billing/Invoice Address:** If different from Renewal Notice, please complete the following:

Bill To Company: \_\_\_\_\_

Bill To Contact: \_\_\_\_\_

Bill To Address: \_\_\_\_\_

- **Arrangements where Company is a 'Bill To' entity (and not the End User):**

If you are a party renewing Open Text support for the benefit of an Open Text software End User (other than an OpenText Partner Network partner authorized by OpenText to provide support to the Customer, a "Support Partner"), then the following applies and shall prevail over the applicable agreement pursuant to which you are renewing support for the End User:

- OpenText agrees to work together with you on an exception basis, with the sole objective to enable the End User to renew support and maintenance for the OpenText products listed in this Renewal Notice.
- Subject to the terms of this Renewal Notice, OpenText grants to Company the limited, non-exclusive and non-transferable right to pass through to the End User the right to access OpenText support and maintenance for the OpenText products listed in the Renewal Notice, on the condition that Company pays the amount set out in this Renewal Notice.
- As soon as payment is made by Company to OpenText, Company's rights set out above shall terminate with immediate effect.
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- Company shall pay all amounts due to OpenText under this Renewal Notice within timeframe set out above, without deduction, set-off or counterclaim. Any terms and conditions listed in or accompanying a purchase order raised by Company against this Renewal Notice are considered null and void. Unless otherwise agreed between the parties, any overdue amounts will bear interest at the rate of 1.5% per month (18% per annum), or the maximum rate allowed by law, if less, until fully paid.
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- c) acknowledges that OpenText may contact the End User directly.
- d) acknowledges that Company shall not make any representations, warranties, or guarantees regarding OpenText support services or products, and Company agrees to indemnify OpenText against any and all claims arising as a result of a breach of the foregoing obligations.
- e) acknowledges and warrants Company and End User are not located in, under the control of, or a national or resident of: (a) any country subject to United Nations ("UN"), Canada, the European Union ("EU") or the United States ("US") embargo, including but not limited to Cuba, Iran, North Korea, Sudan and Syria; or (b) to anyone on the US Treasury Department's list of Specially Designated Nationals, the US Commerce Department's Entity List, or the US Commerce Department's Denied Parties list, EU Sanctioned Party list, or any other relevant national or international lists that would prohibit the export, re-export, import or use of OT products and/or services.
- f) acknowledges that Company will comply with the Foreign Corrupt Practices Act of the U.S., the Bribery Act of the U.K., any local laws or regulations, and OpenText's related corporate policies ("Anti-Corruption Laws") including their prohibitions regarding the direct or indirect payment or giving of anything of value to an official of a foreign government, political party or governmental or non-governmental agency for the purpose of influencing an act or decision in their official capacity or inducing the official to use their or their organization's influence to obtain or retain business involving the OpenText products and/or services. Company will not violate or knowingly let anyone violate the Anti-Corruption Laws with respect to the sale, licensing and use of the OpenText products and/or services.
- g) confirms that upon OpenText's request, Company will provide OpenText with written certifications regarding Company's compliance with Anti-Corruption Laws. Company warrants that none of Company's principals, staff, officers or key employees are government officials, candidates of political parties, or other persons who might assert illegal influence on OpenText's behalf. OpenText shall have the right to immediately terminate this document for cause in the event of an improper payment by Company in violation of the Anti-Corruption Laws.
- h) acknowledges that information exchanged under this document will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this document and may only be shared with employees, agents, or contractors with a need to know such information.

If you are a Support Partner, the terms of your Support Partner appendix/addendum will apply to your purchase of support and maintenance under this Renewal Notice for the benefit of the End User.



"Go Green" To align with OpenText's corporate efficiency goals, OpenText will deliver a PDF copy of your invoice to the same email address this Support Renewal is being delivered to, unless you specifically request otherwise. If you would prefer an alternate delivery method or that the invoice be sent to an alternate email address, please contact [einvoice@opentext.com](mailto:einvoice@opentext.com).

**From:** [Michaels, Lauren](#)  
**To:** [Fleming, Melissa](#)  
**Subject:** Re: [EXTERNAL]#RC831438: Your OpenText Software Maintenance Program expires on Jan 31 2026 12:00AM - SHI International Corp - 10006164 - County of Galveston - EU00101738  
**Date:** Tuesday, January 6, 2026 5:01:36 PM

---

## Lauren Michaels

Enterprise Business Manager

### Department of Enterprise Services

**NOTE TO OUR CUSTOMERS:** To ensure your technology-related needs are being captured, all inquiries and requests should be directed to our IT Service Desk via the web portal, emailing [tickets@galvestoncountytx.gov](mailto:tickets@galvestoncountytx.gov) or calling X2685.

---

**From:** hkakar@opentext.com <hkakar@opentext.com>  
**Sent:** Tuesday, December 30, 2025 3:14 PM  
**To:** Perez, Claudia <claudia.perez@galvestoncountytx.gov>; Michaels, Lauren <Lauren.Michaels@galvestoncountytx.gov>  
**Subject:** [EXTERNAL]#RC831438: Your OpenText Software Maintenance Program expires on Jan 31 2026 12:00AM - SHI International Corp - 10006164 - County of Galveston - EU00101738

**CAUTION:** This email is from outside Galveston County's system. Only click links or open attachments if you trust the sender. Suspect phishing? Select "**Report phishing**" in Outlook.

Hi

Please see DIR number on the quote - DIR-CPO-4405.

Harsha



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*27.**

---

Consideration of approval to authorize the County Judge to execute Amendment No 3 to the RESTORE Act Texas City Hurricane Protection Levee Repair grant, Contract Number 582-20-11883 submitted by the County Engineer

### Approval History

Seq #	Approver	Action	Action Date
1	Michael Shannon	Escalated	12/31/25 5:18 pm
2	Elizabeth Robertson	Escalated	1/1/26 5:19 pm
3	Nancy Baher	Delegated	1/1/26 5:19 pm
<b>Notes:</b>	Delegated: Out Of Office		
4	Michael Shannon	Approve	1/5/26 8:32 am
5	Veronica Van Horn	Approve	1/7/26 3:54 pm
6	Dianna Martinez	Approve	1/9/26 10:04 am

**Texas Commission on Environmental Quality**  
**RESTORE ACT Subrecipient Reimbursement Contract**  
**Texas City Hurricane Protection Levee Repair I**

**Amendment 3**

In accordance with Article 1.2, Amendments, of the General Terms and Conditions, the Texas Commission on Environmental Quality (TCEQ) and Galveston County (Performing Party) hereby agree to amend Contract Number 582-20-11883 (Contract) as follows:

- 1) The expiration date set forth on the Contract Signature Page is extended from December 31, 2025, to June 30, 2026.
- 2) The milestones and deliverables included in the Work Plan are revised and updated. (See **Attachment A**).
- 3) The Maximum Authorized Reimbursement Amount described on the Contract Signature Page and the RESTORE Program Terms and Conditions Article 4 (Maximum Authorized Reimbursement Amount) is increased to \$6,729,336. This is an increase of \$200,376. (See **revised Budget Table and Narrative in Attachment B**).
- 4) The federal grant funding this SubGrant Contract has been amended to apply updated RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions (October 2024) upon TCEQ's acceptance of the award amendment. Therefore, the RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions (December 2018) are replaced with the updated RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions (October 2024) for all work performed after the effective date of this Amendment. The full text of RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions (October 2024) is attached to this Amendment as **Attachment C**.
  1. Please note: The requirements of section 70914(a) of the Build America, Buy America Act, which is included in the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, do not apply to this project because it meets the criteria to be covered by Treasury's Public Interest General Applicability Waiver from Application of Section 70914(a) of the Build America, Buy America Act to the RESTORE Act, Direct Component Infrastructure Projects That Were in the Funding Pipeline by May 14, 2022, ("Pipeline Waiver"), effective as of February 17, 2023.

All terms, conditions, and requirements of the Contract that are not addressed in this Amendment No. 3 shall remain unchanged. This Amendment No. 3 may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument and shall be effective on the date of the latest signature.

Texas Commission Environmental Quality  
(TCEQ)

Galveston County  
(Performing Party)

\_\_\_\_\_  
Authorized official

\_\_\_\_\_  
Authorized official

Elizabeth Sifuentez Koch  
Name  
Chief Budget & Efficiency Officer  
Title

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

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

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

# ATTACHMENT A

## Milestones and Deliverables

MILESTONE / DELIVERABLES	TERM	COMPLETION
Development of RFQ for Ph.1: Tide Gate Evaluation and Specifications	4 Months	June 10, 2022
Advertisement of RFQ for Ph.1: Tide Gate Evaluation and Specifications	2 Months	August 4, 2022
Evaluation and Award of RFQ for Ph.1: Tide Gate Evaluation and Specifications	2 Months	December 23, 2022
<b>Ph. 1A Deliverable: Tide Gate Evaluation Report</b>		May 30, 2023
<b>Ph. 1B Deliverable: Tide Gate Specifications</b>		September 15, 2025
Development of RFQ for Ph.2: Tide Gate Coating	2 Months	November 15, 2025
Advertisement of RFQ for Ph.2: Tide Gate Coating	2 Months	January 15, 2026
Evaluation and Award of RFQ for Ph.2: Tide Gate Coating	2 Months	March 15, 2026
US Treasury Notice to Proceed (NTP) for Ph. 2: Tide Gate Coating	1.5 months	May 1, 2026
<b>Ph. 2 Deliverable: New bonded coating for Texas City Tide Gate</b>		June 30, 2026
Development of RFP for Ph.3: Pump Station Engine Replacement	4 Months	January 31, 2022
Advertisement of RFP for Ph.3: Pump Station Engine Replacement	2 Months	March 30, 2023
Evaluation and Award of RFP for Ph.3: Pump Station Engine Replacement	2 Months	May 31, 2023
US Treasury Notice to Proceed (NTP) for Ph. 2: Pump Station Engine Replacement		April 14, 2025
<b>Ph. 3 Deliverable: Replacement of three (3) pump station engines</b>		January 14, 2026
Development of RFQ for Ph.4: Levee Roadway Rehabilitation	4 Months	July 28, 2022
Advertisement of RFQ for Ph.4: Levee Roadway Rehabilitation	2 Months	August 4, 2022
Evaluation and Award of RFQ for Ph.4: Levee Roadway Rehabilitation	5 Months	January 9, 2023
<b>Ph. 4 Deliverables 1/2: Final plans, specifications &amp; estimate (PS&amp;E) and environmental permits/clearances</b>		January 30, 2024
Advertisement of IFB for Ph.4: Levee Roadway Rehabilitation	3 Months	April 17, 2024
Evaluation and Award for Construction of Ph. 4: Levee Roadway Rehabilitation	1 Months	May 24, 2024
US Treasury Notice to Proceed (NTP) for Ph. 4: Levee Roadway Rehabilitation		April 14, 2025
<b>Ph. 4 Deliverables 2/2: Construction Completion - Levee Roadway Rehabilitation</b>		January 14, 2026
Development of RFP for Ph.5: Culvert Inspections	4 Months	October 31, 2023
Advertisement of RFP for Ph.5: Culvert Inspections	2 Months	April 30, 2024
Evaluation and Award of RFP for Ph.5: Culvert Inspections	2 Months	June 10, 2024
<b>Ph. 5 Deliverables: Debris removal, Texas City Levee Culvert Inspection report</b>		September 15, 2025

# ATTACHMENT B

## Revised Budget Table

BUDGET CATEGORY:	APPROVED RESTORE BUDGET	RESTORE BUDGET CHANGE	GALVESTON COUNTY FUNDS	TOTAL BUDGET
a. Personnel/Salary	0	0	0	0
b. Fringe Benefits	0	0	0	0
c. Travel	0	0	0	0
d. Supplies	0	0	0	0
e. Equipment	0	0	0	0
f. Contractual	0	0	0	0
f.1. Ph 1 A&B: Tide Gate Evaluation and Specifications	616,100	-115,870	0	500,230
f.2. Ph 2: Tide Gate Coating	426,671	115,870	1,758,146	2,300,687
f.3. Ph 3: Pump Station Engine Replacement	1,642,188	0	0	1,642,188
f.4. Ph 4: Levee Roadway Rehabilitation	2,199,216	200,376	0	2,399,592
f.5. Ph 5: Culvert Inspections	1,644,785	0	0	1,644,785
g. Construction or Land Acquisition	0	0	0	0
h. Other	0	0	0	0
i. Total Direct Costs (Sum a- h)	6,528,960	200,376	1,758,146	8,487,482
j. Allowable Indirect Charges	0	0	0	0
k. Total Project Cost (sum of i & j)	6,528,960	200,376	1,758,146	8,487,482

### Budget Justification

#### **Phase 1 A&B: Tide Gate Evaluation and Specifications \$500,230.00**

Budget for this phase includes materials, structural, mechanical, and electrical subject matter expertise. Labor costs are based on a Materials Engineer team lead and team members consisting of a structural engineer and mechanical and electrical technicians. Other direct expenses include field and lab testing, including test equipment, temporary facilities and containment of the work area that are necessary to perform the evaluation, and charges for rental vehicles for the evaluation team's in/around transportation. Fully burdened labor rates are based on BLS Occupation Employment Statistics and typical A&E overhead. Temporary facilities include delivery, installation, and removal of platform, rigging, and other safety equipment for work above ground level. Temporary containment includes dewatering and other site preparations for evaluation required below the surface of the water. This Phase has been substantially completed and the remaining funds left over are being reallocated to the Tide Gate Coating Phase.

**Phase 2: Tide Gate Coating \$2,300,687**

The budget is based on the County's experience of the necessary labor to perform this phase of work. Previous work in 2009 to perform the same task required for this phase totaled \$1,708,729.39. The current estimated cost is based on Galveston County engineering estimates.

**Phase 3: Pump Station Engine Replacement \$1,642,188**

The budget includes line items for full price of delivered and installed engines and troubleshooting, with an allowance for any required gearing or drivetrain adjustments. The cost of delivery and installation includes time and materials required to procure, deliver, install, test, and troubleshoot engines. All labor, including supervisor, diesel engine specialist, industrial mechanic, and electrical repairer, and other expenses, including removal and disposal of old engines, are to be part of the delivered and installed price.

**Phase 4: Levee Roadway Rehabilitation \$2,399,592**

The budget includes removal of existing pavement, asphaltic concrete pavement overlay with prime coat, substrate stabilization, mobilization, stormwater pollution prevention, and traffic control. The IFB will include only construction with estimated costs. The design RFQ included the scopes of work for the plans, specifications and engineering, as well as field survey, environmental review, construction management, and materials testing. Additional funds are being added to this Phase to offset construction cost increases due to two change orders. Change order 1 was executed on May 15, 2025, to offset inflation due to the delay in starting this project. Inflation is due to increased material costs across the board, as well as the difference in production of materials from a peak summertime production rate to a much lower wintertime production rate. Change order 2 was executed by Galveston County September 2, 2025, and addresses the stabilization of the existing base material, which was found to be structurally inadequate during construction and unsuitable for asphalt pavement. Stabilization will be performed using Cement and Cement treatment, allowing for the asphalt pavement to be put down.

**Phase 5: Culvert Inspections 1,644,785**

This project phase includes cleaning and inspections, disposal of debris, and all other ancillary activities, including mobilization. Cleaning is a prerequisite for inspection to ensure surfaces of culverts are accessible and visible to the inspection equipment.

# **ATTACHMENT C**

## **RESTORE ACT**

### **FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS**

**U.S. Department of the Treasury**

**October 1, 2024**



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# RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

## PREFACE

A grant agreement is comprised of the following documents:

1. A Notice of Award from the Department of the Treasury (“Treasury”);
2. The RESTORE Act Financial Assistance Standard Terms and Conditions (“Standard Terms and Conditions”);
3. The RESTORE Act Financial Assistance Program-Specific Terms and Conditions (“Program-Specific Terms and Conditions”);
4. An approved application, including all documents, certifications, and assurances that are part of the approved application;
5. An approved scope of work;
6. Any approved budget; and,
7. Any special terms and conditions applied by Treasury to the award (“Special Award Conditions”).

The recipient must comply with—and require each of its subrecipients, contractors, and subcontractors employed in the completion of the activity, project, or program to comply with—the RESTORE Act, Treasury’s implementing regulations at 31 C.F.R. Part 34, all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, any program guidance issued by Treasury (including the RESTORE Act Frequently Asked Questions relating to the Direct Component Program), Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this federal financial assistance award (“Award”), as applicable, in addition to the certifications and assurances required at the time of application.

Any inconsistency or conflict in the Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, Treasury’s Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

Some of these Standard Terms and Conditions contain, by reference or substance, a summary of pertinent federal statutes, federal regulations published in the Federal Register (Fed. Reg.) or Code of Federal Regulations (C.F.R.), EOs, or OMB circulars. In particular, these Standard Terms and Conditions incorporate many of the provisions contained in OMB’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance,” 2 C.F.R. Part 200), which supersedes former OMB Circular A-102 (the former grants management common rule), OMB Circular A-133 (single audit requirements), and all former OMB circulars containing the cost principles for grants and cooperative agreements. To the extent that it is a summary, such a provision is not in derogation of, or an amendment to, any such statute, regulation, EO, or OMB circular. Unless a definition is provided here, definitions can be found in the RESTORE Act (Public Law No. 112-141 (July 6, 2012), Treasury’s implementing regulations (79 Fed. Reg. 48039 (Aug. 15, 2014) and 79 Fed. Reg. 61236 (Oct. 10, 2014), as codified at 31 C.F.R. Part 34), or 2 C.F.R. Part 200.

**A PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT**

In addition to all the Standard Terms and Conditions described in Sections C through T of this document, all Treasury RESTORE Act awards made under the Direct Component include the following Program-Specific Terms and Conditions:

1. **Administrative Costs**

- a. Administrative costs are defined as indirect costs for administration incurred by the recipient that are allocable to activities authorized under the RESTORE Act, as specified in 31 C.F.R. § 34.2. Administrative costs do not include:
  - i. Direct costs that directly support the scope of work and are identified as direct costs in the approved award budget;
  - ii. Indirect costs that are identified specifically with, or readily assignable to facilities, as defined in 2 C.F.R. § 200.414; and,
  - iii. Indirect costs of subrecipients.
- b. Of the amounts received from Treasury under the Direct Component, not more than three percent may be used for administrative costs. See 31 C.F.R. § 34.204(a)(1). The three percent limit on administrative costs may be applied to the total amount of funds received by a recipient either on a grant-by-grant basis or on an aggregate basis. For the latter method, amounts used for administrative costs may not at any time exceed three percent of the aggregate of:
  - i. The amounts received under a component (i.e., Direct Component) by a recipient, beginning with the first grant through the most recent grant; and,
  - ii. The amounts in the Trust Fund that are allocated to, but not yet received by the recipient under 31 C.F.R. § 34.103, consistent with the definition of administrative costs in 31 C.F.R. § 34.2.
- c. Up to 100 percent of program income, as defined in 2 C.F.R. § 200.1 and elaborated in 2 C.F.R. § 200.307, may be used to pay for allowable administrative costs, subject to the three percent cap. Program income may also be used to defray other allowable costs under the award.

2. **Oil Spill Liability Trust Fund**

The recipient must not seek any compensation for the approved program or project from the Oil Spill Liability Trust Fund. If the recipient is authorized to make subawards, the recipient must not use Direct Component funds to make subawards to fund activities for which any claim for compensation was filed and paid out by the Oil Spill Liability Trust Fund after July 6, 2012.

3. **Remedies for Noncompliance**

- a. If Treasury determines that the recipient has expended Direct Component funds to cover the cost of any ineligible activities, in addition to the remedies available in Section M of these Standard Terms and Conditions, per 31 C.F.R. § 34.804, Treasury will make no additional payments to the recipient from the Gulf Coast Restoration Trust Fund (Trust Fund), including no payments from the Trust Fund for

activities, projects, or programs until the recipient has either (1) deposited an amount equal to the amount expended for the ineligible activities in the Trust Fund, or (2) Treasury has authorized the recipient to expend an equal amount from the recipient's own funds for an activity that meets the requirements of the RESTORE Act.

- b. If Treasury determines the recipient has materially violated the terms of this Award, Treasury will make no additional funds available to the recipient from any part of the Trust Fund until the recipient corrects the violation.

4. **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

- a. Pursuant to section 70914 of the Build America, Buy America Act, included in the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58 (November 15, 2021), none of the funds provided under this award may be used for a project for infrastructure, as defined in paragraph (b) below unless:
  - i. All iron and steel used in the project are produced in the United States, which means that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
  - ii. All manufactured products used in the project are produced in the United States, which means that the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and,
  - iii. All construction materials are manufactured in the United States, which means that all manufacturing processes for the construction material occurred in the United States.
- b. For the purposes of this section, the term "infrastructure" means public infrastructure, including but not limited to the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.
- c. The requirement of paragraph (a) (the "Buy America preference") only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does the Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. See OMB Memorandum M-24-02.

5. **Buy America Preference Waivers**

- a. The Buy America Preference shall not apply if a waiver covering the project is in effect at the time that Treasury obligates the award funds for the new award or amendment to the existing award (provided as the “Date Issued” in the Notice of Award). All waivers will be posted on Treasury’s RESTORE Act, Buy America website at <https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/restore-act/restore-act-buy-america-preference>.
- b. Recipients may also apply for, and Treasury may grant, a waiver from these requirements on a project or product level. Treasury will provide information on the process for requesting a waiver from these requirements. For more information on the waiver request process see <https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/restore-act/restore-act-buy-america-preference>.
- c. In accordance with 2 C.F.R. § 184.7, Treasury may waive the application of the Buy America preference in any case in which Treasury determines that:
  - i. Applying the Buy America Preference would be inconsistent with the public interest;
  - ii. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or,
  - iii. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.
- d. A request to waive the application of the Buy America preference must be submitted in writing. Treasury will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office within the Office of Management and Budget.

6. **Buy America Preference Definitions**

Definitions of terms related to the Buy America Preference requirement provided in this section are provided on Treasury’s RESTORE Act, Buy America website at <https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/restore-act/restore-act-buy-america-preference>.

**B PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM**

In addition to all the Standard Terms and Conditions described in Sections C through T of this document, all Treasury RESTORE Act awards under the Centers of Excellence Research Grants Program include the following Program-Specific Terms and Conditions:

1. **Allowable Costs**

In addition to the prohibitions contained in 2 C.F.R. Part 200, Subpart E (*Cost Principles*), the following costs are unallowable unless approved in writing by Treasury:

- a. Construction, including the alteration, repair, or rehabilitation of existing structures;
- b. Facilities costs that are allowable as indirect costs in a federally approved negotiated indirect cost rate; and,
- c. Acquisition of land or interests in land.

2. **Prior Approval for Changes in Centers of Excellence**

- a. The recipient must immediately notify Treasury if it anticipates selecting a new entity or consortium to serve as a Center of Excellence or making other changes to the initial selection of Center(s) of Excellence described in the scope of work.
- b. After the recipient notifies Treasury pursuant to (a) and finalizes the selection, the recipient must promptly inform Treasury of the following:
  - i. Name of the Center of Excellence and the entity selected to administer it, including the names of member organizations if the entity is a consortium;
  - ii. Unique Entity Identifier (UEI) Number;
  - iii. Location of the entity;
  - iv. The discipline or disciplines, as set forth in Section 1605(d) of the RESTORE Act and Treasury’s implementing regulations at 31 C.F.R. § 34.704(b), that will serve as a focus of research for the selected Center or Centers of Excellence;
  - v. Documentation of the competitive process used to select the Center or Centers of Excellence, including all documentation to demonstrate the recipient complied with the selection requirements set forth in Section 1605 of the RESTORE Act and Treasury’s implementing regulations at 31 C.F.R. § 34.704(b); and,
  - vi. The estimated budget for the Center, including the total allocation of funded dollars for the Center.

3. **Performance Reports**

In addition to the reporting requirements in Section F, pursuant to 31 C.F.R. § 34.706, the recipient must submit an annual report to the Gulf Coast Ecosystem Restoration Council (“Council”), in a form prescribed by the Council that includes information on subrecipients, subaward amounts, disciplines addressed, and any other information required by the Council. When the subrecipient is a consortium, the annual report must also identify the

consortium members. This information will be included in the Council's annual report to Congress. The recipient must provide a copy of this report to Treasury when it submits the report to the Council.

## STANDARD TERMS AND CONDITIONS

### AWARDS UNDER THE DIRECT COMPONENT AND THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

#### C APPLICABLE LAWS, REGULATIONS, AND PROGRAM REQUIREMENTS

This Award is subject to the following federal laws, regulations, and requirements. This list is not exclusive:

1. The RESTORE Act, Pub. L. No. 112-141 (July 6, 2012);
2. Treasury's implementing regulations, 31 C.F.R. Part 34;
3. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, Subparts A through F, and any Treasury regulations incorporating these requirements;
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 including the requirement to include a term or condition in all lower-tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulations at 31 C.F.R. Part 19;
5. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), 31 C.F.R. Part 20;
6. New Restrictions on Lobbying, 31 C.F.R. Part 21;
7. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170;
8. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25;
9. Recipient Integrity and Performance Matters, Appendix XII to 2 C.F.R. Part 200;
10. Award Term related to Trafficking in Persons, 2 C.F.R. Part 175;
11. Treasury's RESTORE Act Frequently Asked Questions (FAQs) related to the Direct Component program and other program guidance; and,
12. Any special award conditions included in the award.

#### D USE OF FUNDS AND FINANCIAL REQUIREMENTS

##### 1. **Scope of Work**

The recipient must only use funds obligated and disbursed under this Award for the purpose of carrying out activities described in the attached approved scope of work. The recipient must not incur or pay any expenses under this Award for activities not related to the attached approved scope of work unless Treasury first approves an Award amendment explicitly modifying the approved scope of work to include those activities.

##### 2. **Pre-Award Costs**

The recipient may obligate funds under this Award only during the period of performance specified in the Notice of Award, which is the time period during which the recipient may incur new obligations and costs to carry out the work authorized under this Award. The only exception is for costs related to award reporting and closeout after the end of the period of performance, or costs incurred prior to the effective date of this Award, which are allowable only if:

- a. Treasury specifically authorized these costs in writing on or after the issuance date of this Award;
- b. Incurring these costs was necessary for the efficient and timely performance of the scope of work; and,
- c. These costs would have been allowable if incurred after the date of the award.

3. **Indirect Costs**

- a. The recipient may only charge indirect costs to this Award if these costs are allowable under 2 C.F.R. Part 200, Subpart E (*Cost Principles*). For Direct Component awards, there is a three percent limit on indirect costs per 31 C.F.R. § 34.204(a)(1). Please see the RESTORE Act Frequently Asked Questions (FAQs) related to the Direct Component Program for more information on the limitations on indirect costs (administrative costs) at <https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/restore-act/direct-component/direct-component-resources>. Indirect costs charged to the award must be consistent with an accepted de minimis rate or the indirect cost rate agreement negotiated between the recipient and its cognizant agency (defined as the federal agency that is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, see 2 C.F.R. § 200.1) and must be included in the recipient's budget.
- b. Unallowable direct costs are not recoverable as indirect costs.
- c. The maximum dollar amount of allocable indirect costs charged to this Award shall be the lesser of:
  - i. The line item amount for the indirect costs contained in the approved budget, including all budget revisions approved in writing by the Treasury; or,
  - ii. The total indirect costs allocable to this Award based on the indirect cost rate approved by a cognizant or oversight federal agency and applicable to the period in which the cost was incurred, provided that the rate is approved on or before the Award end date.

4. **Cost Sharing and Budget Limitations**

- a. There is no requirement for cost sharing for grants under the Direct Component and the Centers of Excellence Research Grants programs. However, if cost share funds are included in the approved award budget, the recipient must obtain and use these cost share funds for the purposes of the award.
- b. The recipient shall not request or receive additional funding beyond what was included in the approved application for the attached approved scope of work from any federal or non-federal source without first notifying Treasury.

5. **Program Income**

Program Income is defined in 2 C.F.R. § 200.1 as gross income earned by the recipient or subrecipient that is directly generated by a supported activity or earned as a result of the federal award during the period of performance except as provided by 2 C.F.R. § 200.307(c). As permitted by 2 C.F.R. § 307(d), Treasury authorizes costs incidental to the generation of program income that have not been charged to the award to be deducted from the gross income to determine program income for this award (i.e., net program income). Any program income generated by the recipient or the subrecipient during the period of performance of the award or period of performance of the subrecipient's subaward, as applicable, must be included in the approved budget and be used for the purposes of the Award and under the

conditions of these Standard Terms and Conditions and any Special Award Conditions, i.e., solely to accomplish the approved scope of work. All program income determinations are project scope-specific and should be determined prior to award or at the earliest point possible post-award.

6. **Incurring Costs or Obligating Federal Funds Beyond the Expiration Date**

The recipient must not incur costs or obligate funds under this Award for any purpose pertaining to the operation of the activity, project, or program beyond the end of the period of performance. The only costs that are authorized for a period up to 120 days following the end of the period of performance are those strictly associated with closeout activities. Closeout activities are normally limited to the preparation of final progress, financial, and required audit reports unless otherwise approved in writing by Treasury. Under extraordinary circumstances, and at Treasury's sole discretion, Treasury may approve the recipient's request for an extension of the 120-day closeout period.

7. **Tax Refunds**

Refunds of taxes paid under the Federal Insurance Contributions Act (FICA) and the Federal Unemployment Tax Act (FUTA) that are received by the recipient during or after the period of performance must be refunded or credited to Treasury if these taxes were paid out of RESTORE Act funds in accordance with 2 C.F.R. Part 200, Subpart E (*Cost Principles*). The recipient agrees to contact Treasury immediately upon receipt of these refunds.

8. **Requirement to Maintain a Conflict-of-Interest Policy**

Recipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c), and that such conflict-of-interest policy is applicable to each activity funded under this award. Recipients and subrecipients must disclose in writing to Treasury or the pass-through agency, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. **Prohibition on Use of Funds for Certain Telecommunications and Video Surveillance Services or Equipment**

- a. Recipients must comply with 2 C.F.R. § 200.216 with respect to obligations and expenditures of Treasury's RESTORE Act grants funded on or after 8/13/2020. As required by 2 C.F.R. § 200.216, Treasury's RESTORE Act recipients and subrecipients are prohibited from obligating or expending grant funds to procure or obtain covered telecommunications equipment or services; extend or renew a contract to procure or obtain covered telecommunications equipment or services; or enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- b. As described in Public Law 115–232, section 889, covered telecommunications equipment or services are defined as follows:
  - i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
  - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
  - iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or,

- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of the People's Republic of China.
- c. For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- d. Whenever procuring, contracting for, or obtaining telecommunications or video surveillance services or equipment, the recipient must make a good-faith effort to ascertain that none of the equipment or services are from a prohibited source. The recipient must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."
- e. The recipient must ensure that the prohibition on covered telecommunications and video surveillance services and equipment flows down to all lower-tier transactions, to include all subawards and contracts.
- f. When the recipient or subrecipient accepts a RESTORE Act grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the grant and those provided upon submitting payment requests and financial reports.
- g. For additional information, see section 889 of Public Law 115-232 and 2 C.F.R. § 200.471.

10. **Limitation on Use of Funds for Research Involving Human Subjects**

- a. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged to this Award for human subject's research, until the appropriate documentation is approved in writing by Treasury.
- b. The Federal policy for the protection of human subjects (the "Common Rule") as codified in 45 C.F.R. Part 46, Subpart A, defines a human subject as a living individual about whom an investigator conducting research obtains (1) information or biospecimens through intervention or interaction with the individual (e.g., surveys and focus groups), and uses, studies, or analyzes the information or biospecimens or (2) uses, studies, analyzes, or generates identifiable private information or identifiable biospecimens. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.
- c. The recipient and subrecipient, as appropriate, must maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the recipient must submit appropriate documentation to Treasury for approval by the appropriate Treasury officials. This documentation may include:
  - i. Documentation establishing approval of the project by an institutional review board (IRB) approved for federal-wide use under Department of Health and Human Services guidelines;

- ii. Documentation to support an exemption for the project;
- iii. Documentation to support deferral for an exemption or IRB review; or,
- iv. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.

11. **Limitation on Use of Funds for Foreign Travel**

- a. The recipient and subrecipient may not use funds from this Award for travel outside of the United States unless Treasury provides prior written approval.
- b. The recipient and subrecipient must comply with the provisions of the Fly America Act, as amended, (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. § 301-10.131 through 301-10.143.
- c. The Fly America Act requires that federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.
- d. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website <http://www.gsa.gov/portal/content/103191>. Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's website <http://www.state.gov/e/eeb/tra/>.
- e. If a foreign air carrier is anticipated to be used for any portion of travel funded under this Award, the recipient must receive prior approval from Treasury. When requesting such approval, the recipient must provide a justification in accordance with guidance provided by 41 C.F.R. § 301-10.142, which requires the recipient to provide Treasury with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the recipient meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the recipient must provide Treasury with a copy of the agreement or a citation to the official agreement available on the GSA website. Treasury shall make the final determination and notify the recipient in writing. Failure to adhere to the provisions of the Fly America Act will result in the recipient not being reimbursed for any transportation costs for which the recipient improperly used a foreign air carrier.

12. **Subawards**

- a. Recipients that enter into subawards under this award must execute a legally binding written agreement with the subrecipient which includes a budget by federal object class categories or fixed amount (2 C.F.R. § 200.332). This agreement must incorporate all the terms and conditions of this Award, including any applicable Special Award Conditions, and must include the information at 2 C.F.R. § 200.332(b). The recipient must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. § 200.332, including but not limited to monitoring use of RESTORE Act grant funds and compliance with all terms and conditions; following up on any deficiencies identified as a result of onsite or desk reviews and/or audits; and reviewing and correcting as necessary all subrecipient performance and financial reporting before including this information on the recipients' required RESTORE Act grant program's Performance Progress Reports (PPR) and Federal Financial Report (SF-425) reports.
- b. Recipients must verify that a proposed subrecipient is not excluded or disqualified from receiving or participating in Federal awards prior to making a subaward to the proposed subrecipient. Recipients may use the verification methods provided at 2 C.F.R. § 180.300 and Treasury's implementing regulations at 31 C.F.R. § 19.300, which include confirming in SAM.gov that a potential subrecipient is not suspended, debarred, or otherwise excluded from receiving Federal funds.
- c. The recipient must evaluate and document each subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring strategy, as described in 2 C.F.R. § 200.332(c).
- d. The recipient must monitor the subrecipient's use of federal funds through reporting, site visits, regular contact, or other means to provide reasonable assurance that the subrecipient is administering the subaward in compliance with the RESTORE Act, Treasury's implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any applicable Special Award Conditions, and to ensure that the scope of work is being appropriately carried out and milestones are achieved.
- e. The recipient must provide training and technical guidance to the subrecipient as necessary.
- f. The recipient must, if necessary, take appropriate enforcement actions against noncompliant subrecipients.
- g. If lower-tier subawards are authorized by Treasury, the recipient must ensure that a subrecipient who makes a subaward applies the terms and conditions of this Award, including any Special Award Conditions, to all lower-tier subawards through a legally binding written agreement, and that a subrecipient who makes a subaward carries out all the responsibilities of a pass-through entity described at 2 C.F.R. § 200.332.
- h. The recipient must verify that no subrecipient appears on the excluded party list on sam.gov. If lower-tier subawards are authorized by Treasury, the recipient must ensure that a subrecipient who makes a subaward verifies that this lower-tier subrecipient does not appear on the excluded parties list in sam.gov prior to issuing the subaward.
- i. The recipient or subrecipient must maintain written standards of

conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts consistent with 2 C.F.R. § 200.318(c)(1).

- j. No employee, officer, agent, or board member with real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated mentioned in this section, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract.
- ii. An employee, officer, agent, and board member of the recipient or subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors.
- iii. A recipient or subrecipient may set standards for situations where the financial interest is not substantial, or a gift is an unsolicited item of nominal value. The recipient's or subrecipient's standards of conduct must also provide for disciplinary actions to be applied for violations by its employees, officers, agents, or board members. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a contract.
- iv. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient or subrecipient.

## **E EFFECT OF A GOVERNMENT SHUTDOWN ON DISBURSEMENTS AND THE AVAILABILITY OF TREASURY PERSONNEL**

In the event of a federal government shutdown, Treasury will issue guidance to the recipient concerning the expected effects on this Award.

## **F RECIPIENT REPORTING AND AUDIT REQUIREMENTS**

### **1. Financial Reports**

- a. The recipient must submit a "Federal Financial Report" (SF-425) on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof, unless otherwise specified in a Special Award Condition. Reports are due no later than 30 days following the end of each reporting period. A final SF-425 must be submitted within 120 days after the end of the period of performance.
- b. In the remarks section of each SF-425 submitted, the recipient must describe by federal budget cost category (e.g., Personnel: Provide Dollar Amount Expended; Fringe: Provide Dollar Amount Expended; Equipment: Provide Dollar Amount Expended; Construction: Provide Dollar Amount Expended, etc.) the use of all funds received by the recipient and subrecipient (if applicable).
- c. There is no requirement for cost sharing for grants under Treasury's RESTORE Act grant programs. However, if cost share funds are included in the approved award budget, the SF-425 must reflect the cumulative status of federal and non-federal funds to capture the financial status of the grant award as of the end of the reporting period. The cost share must be reported in the Recipient Share

section of the SF-425.

- d. The report must be signed by an authorized certifying official who is the employee authorized by the recipient organization to submit financial data on its behalf.
- e. The recipient must submit all financial reports via the RESTORE Grants Management System (<https://portal.treasury.gov/RGMS>) unless otherwise specified by Treasury in writing.

## 2. **Performance Reports**

- a. The recipient must submit an SF-PPR (“Performance Progress Report”), a “RESTORE Act Status of Performance Report,” (standard format provided by Treasury, OMB Approval No. 1505-0250) and an updated “RESTORE Act Milestones Report,” (standard format provided by Treasury, OMB Approval No. 1505-0250) on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof, unless otherwise specified in a Special Award Condition. Reports are due no later than 30 days following the end of each reporting period, except the final report, which is due 120 days following the end of the period of performance.
- b. The recipient must submit all performance reports in (a) above, via the RESTORE Grants Management System (<https://portal.treasury.gov/RGMS>), unless otherwise specified in writing by Treasury, and the recipient must complete these reports according to the following instructions:
  - i. SF-PPR: In the “performance narrative” attachment (section B of the SF-PPR), the recipient must provide the following information:
    - a) In Section B-1:
      - 1) Summarize activities undertaken during the reporting period by the recipient and any subrecipients (if applicable);
      - 2) Summarize cumulative activities undertaken since the award period of performance start date by the recipient and any subrecipients (if applicable);
      - 3) Summarize any key accomplishments, including milestones completed for the reporting period;
      - 4) List any contracts awarded during the reporting period, along with the name of the contractor and its principal, the DUNS number of the contractor, the value of the contract, the date of award, a brief description of the services to be provided, and whether or not local preference was used in the selection of the contractor; and,
      - 5) If the recipient or any subrecipient is authorized to make subawards, list any subawards executed during the reporting period, along with the name of the entity and its principal, the DUNS number of the entity, the value of the agreement, the date of award, and a brief description of the scope of work.
    - b) In Section B-2:
      - 1) Indicate if any operational, legal, regulatory, budgetary, and/or ecological risks, and/or any public controversies, have materialized. If so, indicate what mitigation strategies have been undertaken to attenuate these risks or

controversies; and,

- 2) Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget. If the scope of work is not on schedule, the recipient should propose a revised schedule and update its milestone report.
- c) In Section B-3:  
Summarize any significant findings or events, including any data compiled, collected, or created, if applicable.
- d) In Section B-4:  
Describe any activities to disseminate or publicize results of the activity, project, or program, including data and its repository and citations for publications resulting from this Award.
- e) In Section B-5:
  - 1) Describe all efforts taken to monitor contractor and/or subrecipient performance, including site visits, during the reporting period;
  - 2) For subawards, indicate whether the subrecipient(s) submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings;
  - 3) For awards where Davis-Bacon Act provisions are applicable, indicate whether the recipient and/or subrecipient(s) received and reviewed certified weekly payroll records and/or whether the recipient or subrecipient(s) conducted labor interviews; and,
  - 4) Describe any other activities or relevant information not already provided.
- f) In Section B-6:  
Summarize the activities planned for the next reporting period.
- ii. "RESTORE Act Status of Performance Report": Instructions are provided on the report form.
- iii. "RESTORE Act Milestones Report": Instructions are provided on the report form.

### 3. **Performance Measures**

- a. In accordance with 2 C.F.R. § 200.301, Treasury is required to measure the recipient's performance under its RESTORE Act grants to show achievement of the programs' goals and objectives, share lessons learned, improve programs' outcomes, and foster adoption of promising practices.
- b. As of May 16, 2024, Treasury has adopted the standardized performance metrics set forth in the Direct Component Performance Metrics Guidance listed on the Resources webpage at <https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/restore-act/direct-component/direct-component-resources> for RESTORE Act, Direct Component awards. Treasury will require recipients to report on these metrics for all new awards issued on or after May 16, 2024, as well as for

existing awards that receive monetary amendments on or after May 16, 2024, to fund an additional project phase or effect a material change in the project scope of work. The requirement will not apply retroactively to awards made prior to May 16, 2024, amendments to existing grants for no-cost time extensions, or monetary amendments to existing grants that are solely for the purpose of funding cost overruns at bid opening, provided that the originally approved application contained an opinion of probable cost or equivalent documentation. Recipients must report on the performance metrics for their Direct Component awards on their Performance Progress Report (PPR) via RGMS. Recipients should retain the raw data supporting any calculations or estimates used to collect and report the performance data via RGMS and make this data available upon request. Recipients have the opportunity to provide any necessary context, as desired, in the narrative responses on the recipient's Performance Progress Report.

4. **Interim Reporting on Significant Developments per 2 C.F.R. § 200.329(e)**

- a. Events may occur between the scheduled performance reporting dates that have significant impact upon the activity, project, or program. In such cases, the recipient must inform Treasury as soon as the following types of conditions become known:
  - i. Problems, delays, or adverse conditions which will materially impair the recipient's or subrecipient's ability to meet the milestones, measures, or the objectives of this Award. This disclosure must include information on the recipient's plan for corrective action taken, or contemplated, and any assistance needed to resolve the situation; and,
  - ii. Favorable developments, which enable meeting time schedules and objectives sooner or at less cost than anticipated or that produce different beneficial results than originally planned.
- b. The recipient must:
  - i. Promptly provide to Treasury and the Treasury Inspector General a copy of all state or local inspector general reports, audit reports other than those prepared under the Single Audit Act or OMB's implementing regulation at 2 C.F.R. Part 200, Subpart F - Audit Requirements, and reports of any other oversight body, if such report pertains to an award under any RESTORE Act program, including the Comprehensive Plan Component and Spill Impact Component;
  - ii. Immediately notify Treasury and the Treasury Inspector General of any indication of fraud, waste, abuse, or potentially criminal activity pertaining to grant funds; and,
  - iii. Promptly notify Treasury upon the selection of a contractor or subrecipient performing work under this Award and include the name and DUNS/UEI number for the subrecipient or contractor, and the total amount of the contract or subaward.

5. **Audit Requirements**

The recipient is responsible for complying, and ensuring all subrecipients comply, with all audit requirements set forth at 2 C.F.R. Part 200 Subpart F – Audit Requirements.

6. **Operational Self-Assessment**

The recipient must submit a revised *Operational Self-Assessment* form no later than June

30 of each calendar year for the duration of this Award. Only one *Operational Self-Assessment* must be submitted per recipient per year in the RGMS using the [RGMS Portal \(https://portal.treasury.gov/RGMS\)](https://portal.treasury.gov/RGMS). The recipient must note controls or activities that have changed from its previous submission. The PDF form of the *Operational Self-Assessment* can be found on Treasury's Direct Component Resources webpage for reference at <https://home.treasury.gov/policy-issues/financial-markets-financial-institutions-and-fiscal-service/restore-act/direct-component/direct-component-resources>.

7. **Reporting Requirements under the Federal Funding Accountability and Transparency Act (FFATA) of 2006, Pub. L. No. 109-282, as amended by the Digital Accountability and Transparency Act (DATA Act) of 2014, Pub. L. No. 113-101**

The award term set forth in Appendix A to 2 C.F.R. Part 170 applies and is set forth in Appendix I to this document.

8. **System for Award Management (SAM.gov) and Universal Identifier Requirements**

The award term set forth in Appendix A to 2 C.F.R. Part 25 applies and is as set forth in Appendix II to this document.

9. **Reporting Requirements for Status of Real Property or Interest in Real Property**

The recipient must complete and submit to Treasury a report on the status of the real property or interest in real property in which the federal government retains an interest, using a *SF-429 Real Property Status Report* form annually for the first three years after real property acquisition or completion of construction, and thereafter every five years until the end of the Estimated Useful Life or time of disposition, whichever is less. See also Section Q.

10. **Reporting on Lobbying**

- a. Solely for the purposes of reporting on lobbying, "recipient" is used as defined at 31 C.F.R. § 21.105(0), as including all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian Tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law. Solely for the purposes of reporting on lobbying, "award recipient" refers to the recipient of this RESTORE Act award from Treasury.
- b. All recipients must comply with the provisions of 31 U.S.C. § 1352, and Treasury's implementing regulations at 31 C.F.R. Part 21. No appropriated funds may be expended by the recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant or the extension, continuation, renewal, amendment, or modification of any Federal grant.
- c. The award recipient must include a statement in all subawards, contracts and subcontracts exceeding \$100,000 in federal funds, that the subaward, contract, or subcontract is subject to 31 U.S.C. § 1352.
- d. Each "person" who requests or receives from Treasury a RESTORE Act grant shall file with Treasury a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the person has not made, and will not make, any payment prohibited under 31 U.S.C. § 1352, as amended.

- i. As defined in 31 U.S.C. § 1352(g)(3), the term "person"—includes an

individual, corporation, company, association, authority, firm, partnership, society, [State](#), and [local government](#), regardless of whether such entity is operated for profit or not for profit; but does not include an [Indian Tribe, tribal organization](#), or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an [agency](#) but only with respect to expenditures by such tribe or organization that are made for purposes specified in subsection (a) and are permitted by other Federal law.

- ii. The certification shall be filed pursuant to 31 C.F.R. § 21.110.
- iii. Any subrecipient, at any tier, who receives a subaward exceeding \$100,000 under this award, shall file with the tier above them a certification, set forth in appendix A of 31 C.F.R. Part 21, that the subrecipient as not made, and will not make, any payment prohibited by 31 C.F.R. § 21.100(a). Pursuant to 31 C.F.R. 21.110(d), the certification shall be filed to the next tier above.
- iv. Any contractor or subcontractor, at any tier, who receives a contract or subcontract exceeding \$100,000 under this award, shall file with the tier above them a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the contractor or subcontractor has not made, and will not make, any payment prohibited by 31 U.S.C. § 1352, as amended. Pursuant to 31 C.F.R. 21.110(d), the certification shall be filed to the next tier above.
- v. Every certification filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation if forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required certification, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352.
- vi. Pursuant to 31 C.F.R. § 21.110(c), every recipient must file a new disclosure form at the end of each calendar quarter in which a payment, or an agreement to make a payment, is made which would have otherwise required reporting at the time of application. Moreover, if an event occurs during the calendar quarter which materially affects the accuracy of information reported on the disclosure form previously submitted, the submitter must file a new disclosure form. Events which “materially affect” the accuracy of information already reported include:
  - a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
  - b) A change in the persons(s) influencing or attempting to influence; and/or,
  - c) A change in the Federal official(s) contacted to influence or attempt to influence a covered Federal action.
- vii. The award recipient must submit its form SF-LLLs, as well as those received from subrecipients, contractors and subcontractors, to Treasury within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.
- viii. The award recipient must require subrecipients, contractors and subcontractors to submit form SF-LLL to the award recipient within 15 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the

accuracy of the information contained in any disclosure from previously filed.

## **G FINANCIAL MANAGEMENT SYSTEM AND INTERNAL CONTROL REQUIREMENTS**

1. Pursuant to 2 C.F.R. § 200.302, Recipients that are states must expend and account for Award funds in accordance with the applicable state laws and procedures for expending and accounting for the state's own funds. All other recipients must expend and account for Award funds in accordance with federal laws and procedures. In addition, all recipients' financial management systems must be sufficient to:
  - a. Permit the preparation of accurate, current, and complete SF-425, SF-PPR, RESTORE Act Milestones Report, and RESTORE Act Status of Performance Reports, as well as reporting on subawards, if applicable, and any additional reports required by any Special Award Conditions;
  - b. Permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with all applicable federal, state, and local requirements, including the RESTORE Act, Treasury implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and retain all supporting documentation to allow this tracing of funds;
  - c. Allow for the comparison of actual expenditures with the amount budgeted for each Award made to the recipient by Treasury under the RESTORE Act grant programs;
  - d. Identify and track all RESTORE Act awards received and expended by the assigned grant number, which is the Universal Award ID (as provided by Treasury), the year the Award was made, the Federal agency (Treasury), and the program's Assistance Listing number (21.015);
  - e. Record the source and application of funds for all activities funded by this Award, as well as all awards, authorizations, obligations, unobligated balances, assets, expenditures, program income, and interest earned on federal advances, and allow users to tie these records to source documentation such as cancelled checks, paid bills, payroll and attendance records, contract and subaward agreements, etc.; and,
  - f. Ensure effective control over, and accountability for, all federal funds, and all property and assets acquired with federal funds. The recipient must adequately safeguard all assets and ensure that they are used solely for authorized purposes.
2. The recipient must establish written procedures to implement the requirements set forth in section H below (Award Disbursement), as well as written procedures to determine the allowability of costs in accordance with 2 C.F.R. Part 200, Subpart E (*Cost Principles*) and the terms and conditions of this Award.
3. Pursuant to 2 C.F.R. § 200.303, the recipient must establish and maintain effective internal controls over this Award in a manner that provides reasonable assurance that the recipient is managing this Award in compliance with the RESTORE Act, Treasury's implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The recipient must evaluate and monitor its compliance, and the compliance of any subrecipients, with the RESTORE Act, Treasury's implementing regulations, these Standard Terms and Conditions, Program-Specific Terms and

Conditions, and any Special Award Conditions, and promptly remedy any identified instances of noncompliance. When and if an instance of noncompliance cannot be remedied by the recipient, the recipient must promptly report the instance of noncompliance to Treasury and Treasury's Inspector General, followed by submitting a proposed mitigation plan to Treasury.

4. The recipient must take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII), as defined in 2 C.F.R 200.1, and other types of information. This also includes information Treasury designates as sensitive or other information the recipient or subrecipient considers sensitive and is consistent with applicable federal, state, local and Tribal laws regarding privacy and responsibility over confidentiality.

## **H RECORDS RETENTION REQUIREMENTS**

1. The recipient must retain all records pertinent to this Award for a period of three years from the date of submission of their final financial report (final SF-425) in accordance with 2 C.F.R. § 200.334. While electronic storage of records (backed up as appropriate) is preferable, the recipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:
  - a. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms, all conflict of interest and other procurement rules governing a particular contract, and any bid protests;
  - b. Copies of all subawards and all documents related to a subaward. For competitively selected subawards, documents may include those relevant to and required by the recipient's or subrecipient's selection process such as the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms;
  - c. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients;
  - d. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of costs charged to this Award;
  - e. All supporting documentation for the performance outcome and other information reported on the recipient's SF-425s, SF-PPRs, RESTORE Act Milestones Reports, and RESTORE Act Status of Performance Reports; and,
  - f. Any reports, publications, and data sets from any research conducted under this Award.
2. If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three-year period following submission of the final financial report, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and a final action is taken.
3. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its legal agreement with the contractor, a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.334.

4. If the recipient is authorized to make subawards, the recipient must include in its legal agreement with the subrecipient, a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.334.

## **I THE FEDERAL GOVERNMENT’S RIGHT TO INSPECT, AUDIT, AND INVESTIGATE**

### **1. Access to Records**

- a. Treasury, Treasury’s Office of Inspector General, the Government Accountability Office, or any of their authorized representatives have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the recipient, that are pertinent to this Award, in order to perform audits, execute site visits, or for any other official use in accordance with 2 C.F.R. § 200.337. This right also includes timely and reasonable access to the recipient’s, personnel for the purpose of interview and discussion related to such documents and the Award in general. This right of access shall continue as long as records are required to be retained.
- b. If the recipient is authorized to make subawards, the recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to Treasury, Treasury’s Office of Inspector General, the Government Accountability Office, or any of their authorized representatives any documents, papers or other records, including electronic records of the subrecipient(s), that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the subrecipient’s personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained (see Section F above).
- c. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its contract a requirement that the contractor make available to Treasury, Treasury’s Office of Inspector General, the Government Accountability Office, or any of their authorized representatives any documents, papers or other records, including electronic records, of the contractor that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor’s personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained (see Section H above).

### **2. Access to the Recipients, Subrecipient’s, and Contractor’s Sites**

- a. The Treasury, Treasury’s Office of Inspector General, and the Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients’, their subrecipients’, and contractors’ offices and project sites corresponding to the duration of their records retention obligation for this Award.

## **J AWARD DISBURSEMENT**

1. Unless otherwise specified in a Special Award Condition, Treasury will make advance payments under this Award upon request. However, if one of the following occurs, Treasury will require Award funds to be disbursed on a reimbursement basis either with or without pre-approval of drawdown requests: (1) Treasury determines that the recipient does not meet the financial management system standards (see Section G) included in these Standard Terms and Conditions, (2) Treasury determines that the recipient has not established procedures that will minimize the time elapsing between the transfer of funds and disbursement, or (3)

Treasury determines that the recipient is in noncompliance with the RESTORE Act, Treasury's implementing regulations, other pertinent federal statutes, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and/or any Special Award Conditions, and determines that the appropriate remedy is to require payment on a reimbursement basis.

2. If reimbursement is used, Treasury may require pre-approval of drawdown requests. If Treasury requires pre-approval of drawdown requests, Treasury will provide the recipient with instructions on what billing to submit. Treasury will make payment within 30 calendar days after receipt of the billing, unless Treasury determines the request to be improper, in which case payment will not be made.
3. To the extent available, the recipient must disburse funds available from program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments of Award funds.
4. Treasury will use the Department of the Treasury's Automated Standard Application for Payment (ASAP) system to disburse payments of Award funds. In order to receive payments, the recipient must first enroll in ASAP.gov. Treasury creates and funds account(s) for recipients in ASAP.gov, and recipients access their account(s) online to request funds. All Award funds will be disbursed electronically using the Automated Clearing House (ACH) for next day or future-day payments only. Awards paid through ASAP.gov may contain controls or withdrawal limits set by Treasury.
5. Requirements applicable to recipients that are states: Payment methods of state agencies or instrumentalities must be consistent with Treasury-State agreements under the Cash Management Improvement Act, Rules and Procedures for Efficient Federal-State Funds Transfers at 31 C.F.R. Part 205, and Treasury Financial Manual (TFM) 4A-2000 Overall Disbursing Rules for All Federal Agencies.
6. Requirements applicable to recipients that are not states: In accordance with 2 C.F.R. § 200.305(b), the recipient must minimize the time between the transfer of funds from Treasury and the use of the funds by the recipient. Advance payments to the recipient must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the recipient in carrying out the purpose of the approved activity, project, or program. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the parish or county for activity, project, or program costs and the proportionate share of any allowable indirect costs. Advances should not be drawn down more than three business days before expenditure. Advanced funds not disbursed in a timely manner must be promptly returned to Treasury. The recipient must make timely payment to contractors (vendors) in accordance with the contract provisions.
7. Advances of federal funds must be deposited and maintained in United States Government-insured interest-bearing accounts whenever possible. The recipient is not required to maintain a separate depository account for receiving Award funds. If the recipient maintains a single depository account where advances are commingled with funds from other sources, the recipient must maintain on its books a separate subaccount for the Award funds. Consistent with the national goal of expanding opportunities for women-owned and minority-owned business enterprises, the recipient is encouraged to ensure fair consideration of women-owned and minority-owned banks (a bank which is owned at least 50 percent by women or minority group members).
8. The recipient must maintain advances of federal funds in interest-bearing accounts, unless one of the following conditions applies:
  - a. The recipient receives less than \$250,000 in federal awards per year;
  - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances; or,

- c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
9. Interest earned amounts up to \$500 per year may be retained by the non-federal entity for administrative expense. Any additional interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services, Payment Management System, (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.

## **K NOTIFICATIONS AND PRIOR APPROVALS**

### **1. Notifications**

- a. In addition to other notifications required under these Standard Terms and Conditions, the recipient must promptly notify Treasury in writing whenever a vacancy or change to key personnel listed in the award application occurs or is anticipated.
- b. Except for changes described in (2) below, the recipient may revise the budget without prior approval. If the recipient alters the budget, the recipient must provide a revised budget form (SF-424A or SF-424C, as applicable) to Treasury as an attachment to the SF-PPR, reflecting all budget revisions from the same period covered by the SF-PPR. Acceptance of such budget information does not constitute Treasury's approval of the revised budget.
- c. The recipient must notify Treasury when it increases or decreases the amount of the non-federal share of funds supporting to the project in order for Treasury to amend the approved project budget to reflect such change in the non-federal share supporting the projected funded by the Direct Component grant. The recipient must also revise the Covenant of Purpose, Use and Ownership (Covenant) to reflect Treasury's accurate percentage of participation in the project and record the executed Covenant, and submit a copy of the recorded Covenant to Treasury prior to award closeout.
- d. The recipient must notify Treasury of non-material modifications to an accepted multiyear plan with the next amended multiyear plan submitted for Treasury's review and acceptance. Modifications to a multiyear plan that would not be material modifications are: 1) changes that do not affect the overall scope or objective of the multiyear plan activity, and 2) changes that do not increase funding for an accepted multiyear plan in order to add new activities or increase the scope of an existing activity or activities. If non-material modifications to an activity in an accepted multiyear plan are included in a grant application, Treasury will evaluate the application to determine if the modified activity continues to be a Direct Component eligible activity and does not exceed the recipient's Direct Component allocation.

### **2. Prior Approvals**

- a. The recipient must obtain prior written approval from Treasury whenever any of the following actions is anticipated:
  - i. A change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval);
  - ii. A need to extend the period of performance;
  - iii. A need for additional federal funds to complete the activity, project, or program;
  - iv. The transfer of funds among direct cost categories if this Award exceeds

the Simplified Acquisition Threshold (defined at 2 C.F.R. § 200.1) and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by Treasury;

- v. Any transfer between the non-construction and construction budget lines;
- vi. The use of funds to reimburse the recipient for pre-award costs;
- vii. The inclusion of costs that require prior approval in accordance with 2 C.F.R. Part 200, Subpart E—Cost Principles, unless described in the application and approved in this Award, including but not limited to costs related to foreign travel and research on human subjects (which includes surveys and focus groups);
- viii. The subawarding, transferring or contracting out of any work under this Award (this provision does not apply to the acquisition of supplies, material, equipment or general support services), unless described in the application and approved in this Award;
- ix. Termination of a subaward prior to the expiration of the agreement with the subrecipient;
- x. The commencement of any construction under the award;
- xi. The purchase of equipment under the award;
- xii. The use of real property in which there is a recorded federal interest for purposes other than purposes of award;
- xiii. The disposition of real property or equipment with a fair market value exceeding \$10,000; and,
- xiv. The acquisition of land unless described in the grant application and approved in this award.

## L AMENDMENTS AND CLOSEOUT

### 1. Amendments

- a. The terms of this Award may be amended with the written approval of the recipient and Treasury.
- b. Treasury reserves the right to unilaterally amend the terms of this Award if required by federal law or regulation.
- c. An amendment is required whenever Treasury and the recipient wish to:
  - i. Make a material change to the award scope of work;
  - ii. Extend the award period of performance;
  - iii. Increase or decrease the amount of funds on a RESTORE Act grant;
  - iv. Unless described in the application and funded in the approved federal awards, the subawarding, transferring or contracting out of any work under a federal award, to include the selection of a Center or Centers of Excellence not specified in the approved scope of work, or the termination of a subaward included in the approved scope of work prior to the expiration of the agreement with the subrecipient. This provision does not apply to the acquisition of supplies, material, equipment or general support services;
  - v. Change the approved cost share provided by the recipient; or,

- vi. Transfer funds between the construction and nonconstruction budget line items.
- d. Requests for amendments must be submitted via RGMS, unless Treasury specifically waives this requirement, and must be signed by the recipient's Authorized Official;
- e. Request for amendments must contain the following information, unless otherwise indicated by Treasury:
  - i. A revised change in scope, whenever a material change in scope is requested or whenever the recipient intends to subaward, transfer or contract out of any work under a federal award, include the selection of a Center or Centers of Excellence not specified in the approved scope of work, or termination of a subaward included in the approved scope of work prior to the expiration of the agreement with the subrecipient. This scope of work should be in redline format to clearly identify the changes from the original scope of work and must include revised performance measures and a justification for the proposed revision to the scope of work;
  - ii. A revised detailed budget, whenever the recipient intends to make changes to the original approved budget to reflect a request for increased or decreased federal funding, a change in cost share funds, or transfers between line items. This detailed budget should show the original budget for each line item, the requested change for each line item, and an explanation or justification for each requested line item change;
  - iii. A revised period of performance and revised milestone chart, whenever a time extension is requested, as well as a justification for the time extension request, an explanation of how the recipient will accomplish the scope of work in the revised timeframe, and a discussion of risks that could further impact the schedule, and a risk mitigation strategy to reduce the likelihood of these schedule risks or their impact if they do occur; and,
  - iv. Any other supporting documentation as appropriate and as requested by Treasury.

2. **Closeout**

- a. Treasury will closeout this Award when it determines that all applicable administrative actions and all required work of this Award have been completed.
- b. Within 120 calendar days after the end of the award period of performance, unless the recipient requests, and Treasury approves, an extension, the recipient must submit any outstanding SF-PPR and RESTORE Act Status of Performance reports, as well as the required reporting on subawards, if applicable, plus a final SF-425 report. In the remarks section of the final SF-425 report, the recipient must describe by federal budget class category the final use of all funds received by the recipient and subrecipient (if applicable). The subrecipient must submit to the recipient, no later than 90 calendar days (or an earlier date as agreed upon by the pass-through entity and subrecipient) after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the federal award. The recipient may approve an extension when requested and justified by the subrecipient.

- c. The recipient must liquidate all obligations incurred under this Award not later than 120 calendar days after the end of the award period of performance, or at closeout of the Award by Treasury.
- d. The recipient must promptly refund any balances of unobligated cash that Treasury paid. If the recipient is required to refund any balances, the recipient should contact Treasury for instructions.
- e. Following receipt of reports in paragraph (a) of this section, Treasury will make upward or downward adjustments to the allowable costs, and then make prompt payment to the recipient for allowable, unreimbursed costs.
- f. The recipient must account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R. § § 200.310 through 200.316 and § 200.330 and Section Q of these terms and conditions.
- g. If the recipient does not submit all reports in accordance with 2 C.F.R. § 200.344, and the terms and conditions of this Award within one year of the period of performance end date, Treasury will proceed to close out the Award without the missing reports. Treasury will also report the recipient 's material failure to comply with the terms and conditions of this Award with the OMB-designated integrity and performance system (currently FAPIIS which is in SAM.gov) and may pursue other remedies for noncompliance, as listed in Section M.
- h. The closeout of this Award does not affect any of the following:
  - i. The right of Treasury or pass-through entity to disallow costs and recover funds on the basis of a later audit or other review. Treasury or pass-through entity must make any cost disallowance determination and notify the non-Federal entity within the record retention period;
  - ii. The requirement for the recipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;
  - iii. The ability of Treasury to make financial adjustments to a previously closed award such as resolving indirect cost payments and making final payments;
  - iv. Compliance with the audit requirements set forth in 2 C.F.R. Part 200, Subpart F;
  - v. Compliance with the Property management and disposition requirements set forth in 2 C.F. R. § 200.310 through 200.316; and,
  - vi. Compliance with the Records retention requirements set forth in 2 C.F.R. § 200.334 through 200.337.
- i. After closeout of the Federal award, a relationship created under the Federal award may be modified or ended in whole or in part with the consent of the Federal agency or pass-through entity and the non-Federal entity, provided the responsibilities of the non-Federal entity referred to in 2 C.F.R. § 200.344(a), including those for property management as applicable, are considered and provisions made for continuing responsibilities of the non-Federal entity, as appropriate.

## **M TERMINATION AND REMEDIES FOR NONCOMPLIANCE**

1. If Treasury determines that the recipient has failed to comply with the RESTORE Act, Treasury's implementing regulations, the Uniform Guidance, these Standard Terms and

Conditions, Program-Specific Terms and Conditions, or any Special Award Conditions, Treasury may take any of the following actions (in addition to the remedies in Section A.3, above, applicable to Direct Component awards):

- a. Impose additional Special Award Conditions such as:
    - i. Allowing payment only on a reimbursement basis, with pre-approval of drawdown requests;
    - ii. Requiring additional reporting or more frequent submission of the SF-425, SF-PPR, or RESTORE Act Status of Performance Report;
    - iii. Requiring additional activity, project, or program monitoring;
    - iv. Requiring the recipient or one or more of its subrecipients to obtain technical or management assistance; and/or,
    - v. Establishing additional actions that require prior approval;
  - b. Temporarily withhold payments pending correction of the noncompliance;
  - c. Disallow from this Award all or part of the cost of the activity or action not in compliance;
  - d. Wholly or partly suspend or terminate this Award;
  - e. Withhold additional Awards;
  - f. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Treasury's implementing regulations at 31 C.F.R. Part 19; and/or,
  - g. Take any other remedies that may be legally available.
2. Treasury will notify the recipient in writing of Treasury's proposed determination that an instance of noncompliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that Treasury proposes to pursue. The recipient will have 30 calendar days to respond and provide information and documentation contesting Treasury's proposed determination or suggesting an alternative remedy.
  3. Treasury will consider any and all information provided by the recipient and issue a final determination in writing, which will state Treasury's final findings regarding noncompliance and the remedy to be imposed.
  4. In extraordinary circumstances, Treasury may require that any of the remedies above take effect immediately upon notice in writing to the recipient. In such cases, the recipient may contest Treasury's determination or suggest an alternative remedy in writing to Treasury, and Treasury will issue a final determination.
  5. Instead of, or in addition to, the remedies listed above, Treasury may refer the noncompliance to Treasury's Office of Inspector General for investigation or audit. Treasury will refer all allegations of fraud, waste, or abuse related to grants made under the Direct Component and Centers of Excellence Research Grants programs to Treasury's Inspector General.
  6. Treasury may terminate this Award in accordance with 2 C.F.R. § 200.340. Requests for termination by the recipient must also be in accordance with 2 C.F.R. § 200.340. Such requests must be in writing and must include the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. If Treasury determines that the remaining portion of this Award will not accomplish the purpose of this Award, Treasury may terminate this Award in its entirety.
  7. If this Award is terminated, Treasury will update or notify any relevant government-wide

systems or entities of any indications of poor performance as required by 2 C.F.R. Part 180, and Treasury's implementing regulation at 31 C.F.R. Part 19.

8. Costs that result from obligations incurred by the recipient during a suspension or after termination are not allowable unless Treasury expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if: (1) the costs result from obligations which were properly incurred by the recipient before the effective date of suspension or termination and are not in anticipation of it; and (2) the costs would be allowable if the Award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.
9. Notwithstanding the foregoing, consistent with 2 C.F.R. 200.340, Treasury may also **unilaterally terminate this award in whole or in part** if the award no longer effectuates the program goals or agency priorities.

## N DEBTS

### 1. **Payment of Debts Owed the Federal Government**

- a. Any funds paid to the recipient in excess of the amount to which the recipient is finally determined to be authorized to retain under the terms of this Award constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by the recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges (see paragraphs c, d, and e below) shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 120 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
- c. The minimum annual interest rate to be assessed on any debts is the Department of the Treasury's Current Value of Funds Rate (CVFR). The CVFR is available online at [https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr\\_home.htm](https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm). The assessed rate shall remain fixed for the duration of the indebtedness, based on the beginning date in Treasury's written demand for payment.
- d. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law.
- e. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.
- f. Funds for payment of a debt must not come from other federally sponsored programs. Verification that other federal funds have not been used will be made, e.g., during on-site visits and audits.

### 2. **Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs**

Pursuant to 28 U.S.C. § 3201(e), unless waived in writing by Treasury, a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the federal government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

## O NON-DISCRIMINATION REQUIREMENTS

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

1. **Statutory Provisions**

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;
- e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) (“ADA”), including the ADA Amendments Act of 2008 (Public Law 110-325), (“ADAAA”), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation; and,
- f. Any other applicable non-discrimination law(s).

2. **Regulatory Provisions**

- a. Treasury’s Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. Treasury’s Title IX regulations, 31 C.F.R. Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally-assisted education programs or activities;
- c. Treasury’s Age Discrimination regulations, 31 C.F.R. Part 23, implement the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

3. **Executive Orders**

- a. Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), “Equal Employment Opportunity,” as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).
- b. EO 13166 (August 11, 2000), “Improving Access to Services for Persons With

Limited English Proficiency,” requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

4. **Title VII Exemption for Religious Organizations**

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual’s race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

5. **Protections for Whistleblowers**

In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- a. A Member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court or grand jury; and/or,
- g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Recipients, subrecipients, and contractors shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

**P REQUIREMENT TO CHECK DEBARMENT AND SUSPENSION STATUS OF SUBRECIPIENTS, CONTRACTORS, SUBCONTRACTORS, AND VENDORS**

1. Recipients that are authorized to enter into subawards or contracts to accomplish all or a portion of the approved scope of work must verify that a proposed subrecipient or contractor (if the contract is expected to equal or exceed \$25,000) or its principals does not appear on the federal government’s Excluded Parties List System (EPLS) as debarred, suspended, or otherwise excluded from receiving or participating in Federal

awards prior to executing a subaward agreement or contract with that entity. Recipients may not enter into a subaward or contract with an entity that appears on the EPLS. The EPLS is accessible at <http://www.sam.gov>. See also 2 C.F.R. § 200.214.

2. The recipient must ensure that any agreements or contracts with subrecipients or contractors (vendors) require that they verify that their contractors (for contracts expected to equal or exceed \$25,000), subcontractors (for subcontracts expected to equal or exceed \$25,000), or principals that the subrecipients or contractors engage to accomplish the scope of work, if applicable, do not appear on the federal government's EPLS. Subrecipients and contractors may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the EPLS.
3. The recipient must include a term or condition in all lower-tier covered transactions (subawards, contracts, and subcontracts described in 31 C.F.R. Part 19, subpart B) that the award is subject to 31 C.F.R. Part 19.

## **Q PROCUREMENT**

### **1. General Provisions**

- a. When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with 2 C.F.R. § 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by 2 C.F.R. § 200.327.
- b. All other recipients and subrecipients must follow the procurement standards in 2 C.F.R. § 200.318 through 200.327.

### **2. Solid Waste Disposal**

The recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### **3. Subawards**

- a. When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.
- b. The recipient, subrecipient, contractor, and/or subcontractor must not sub-grant or sub-contract any part of the approved project to any agency or employee of Treasury and/or other federal department, agency, or instrumentality without the prior written approval of Treasury. Treasury will notify the recipient in writing of the final determination.

### **4. Small Businesses, Minority, Women, and Veteran-Owned Business Enterprises**

Pursuant to 2 C.F.R. § 200.321, recipients and subrecipients must take all necessary

affirmative steps to assure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible. Such consideration means:

- a. These business types are included on solicitation lists;
- b. These business types are solicited whenever they are deemed eligible as potential sources;
- c. Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
- d. Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
- e. Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and ,
- f. Requiring contractor, under a Federal award to apply this section to subcontracts.

5. **Domestic Preference for Procurement**

Recipients are encouraged, to the greatest extent practicable, to provide a preference for the purchase, acquisition, or use of goods, products, or material produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

See 2 C.F.R. § 200.322 for definitions of "manufactured products" and "produced in the United States." This requirement must be included in all subawards including all contracts and purchase orders for work or products under this award pursuant to 2 C.F.R. § 200.322 and Executive Order 14005 Ensuring the Future is Made in All of America by All of America's Worker (January 25, 2021). For infrastructure projects, recipients must comply with the Buy America preference set forth in 2 C.F.R. Part 184.

**R ENVIRONMENTAL REQUIREMENTS**

The recipient must comply with all environmental standards, and provide information requested by Treasury relating to compliance with environmental standards, including but not limited to the following federal statutes, regulations, and EOs. If the recipient is permitted to make any subawards, the recipient must include the environmental statutes, regulations, and executive orders listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient's approved application package:

1. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
2. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
3. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738
4. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
5. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
6. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
7. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
8. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
9. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)
10. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. §

6901 et seq.)

11. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
12. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. §1801)
13. Marine Mammal Protection Act, as amended (16 U.S.C § 31)
14. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
15. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
16. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
17. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. § 1431—1445)
18. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
19. Rivers and Harbors Act of 1899 (33 U.S.C § 407)
20. Environmental Justice in Minority Populations and Low-Income Populations, EO 12898, as amended
21. Flood Management, EO 11988, as amended by EO 13690, which was revoked by EO 13807 on August 15, 2017 and reinstated by EO 14030 on May 20, 2021, reestablishing the Federal Flood Risk Management Standard (FFRMS)
22. Protection of Wetland, EO11990, May 24, 177, as amended by EO 12608
23. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)
24. Coral Reef Protection, EO 13089
25. Invasive Species, EO 13112

## **S REAL PROPERTY, CONSTRUCTION, EQUIPMENT, AND SUPPLIES**

1. **General Requirements**
  - a. The recipient must comply with the property standards at 2 C.F.R. § 200.310 through 200.316 for real property, equipment, supplies, and intangible property.
2. **Real Property and Acquisition of Land and Land Interests**
  - a. No real property or interest in real property may be acquired under this Award unless authorized in the approved scope of work.
  - b. In accordance with 31 C.F.R. § 34.803(f), no land or interests in land, such as easements, or right of ways, may be acquired under this Award unless the recipient can provide documentation satisfactory to Treasury that the land or interest in land was acquired by purchase, exchange, or donation from a willing seller.
3. **Compliance with State, Local and Federal Requirements**

The project must comply with all applicable federal laws and regulations, and with all requirements for state, and local laws and ordinances to the extent that such requirements do not conflict with federal laws. The recipient is also responsible for supervising the design, bidding, construction, and operation of construction projects in compliance with all

award requirements. The recipient must comply with, and must require all contractors and subcontractors, to comply with all federal, state, and local laws and regulations. The recipient must ensure compliance with special award conditions which may contain conditions that must be satisfied prior to advertisement of bids, start of construction, or another critical event.

4. **Title**

- a. Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that the recipient has acquired good and merchantable title free of all mortgages, foreclosable liens, or encumbrances, to all land, rights of way, and easements necessary for the completion of the project.
- b. When property has been newly acquired for the project, the recipient must provide the following as evidence of clear title to the property:
  - i. A copy of the recorded deed or equivalent conveyance document showing the recipient acquired title to the property; and,
  - ii. A copy of the title insurance (also known as title policy), title report, or title opinion (by attorney(s) licensed in the jurisdiction where the property is located) completed after the real estate acquisition showing the recipient obtained title to the property free of any encumbrances (i.e., foreclosable liens, easements, or any other limitations on use that interferes with the recipient's intended use, operation, construction, maintenance of the property, or Treasury's federal interest). The title insurance, title report, or title opinion should include the legal description of the property.
- c. When the property to be used for the project has not been newly acquired, the recipient must provide evidence of clear title to the property, which includes both of the items listed in (b) above, provided that the copy of the title insurance, title report, title opinion, or equivalent must be completed within a year of the recipient requesting Treasury's approval of its request to proceed with construction on a project. If such evidence is more than one year old, the recipient must provide Treasury with an explanation, which Treasury may in its discretion decline to accept.
- d. When easements, rights-of-way, or other rights are required for the completion of the project, the recipient must provide the following documentation:
  - i. A copy of the easement deed or equivalent conveyance document; and
  - ii. A copy of the title insurance, title report, or title opinion (by attorney(s) licensed in the jurisdiction where the property is located).
- e. When use of or access to leased property is required for the project, the recipient must provide the following evidence of control of the leased property:
  - i. A copy of the lease signed by the lessor and recipient that provides a lease term equivalent to the estimated useful life (EUL) of the project or renewable for that period; and,
  - ii. A certification from the recipient that it has control of all project property or improvements to the property and is not aware of any material restrictions or encumbrances that could interfere with any award purpose for the duration of the EUL. If this changes within the course of the EUL, the recipient must provide timely notice to Treasury. The federal interest may be waived, if it is decided that recording the federal interest is not feasible, then Treasury may include a special award condition on the award that the recipient will repay the federal interest if the lessor terminates the lease before the EUL of the project expires or if the recipient or lessor uses the property in a manner

inconsistent with the public purpose(s) of the award during the EUL of the improvements or construction, as applicable.

- f. When the project involves linear construction/improvement, road construction, or other less common types of construction, recipients should contact Treasury for guidance on the types of evidence of title required.
- g. Notwithstanding (a)-(f), Treasury may in its discretion accept only a copy of the title insurance, title report, title opinion, or equivalent as evidence of title (or easement or other rights) if the recipient is unable to produce the relevant conveyance document.
- h. In all cases, recipients must disclose any ongoing litigation concerning the project property prior to seeking Treasury's permission to proceed with construction.

5. **Permitting Requirements**

Prior to receiving Treasury permission to proceed with construction, the recipient must furnish evidence, satisfactory to Treasury, that recipient has received all federal, state and local permits necessary for the completion of the project. In extraordinary circumstances and at Treasury's sole discretion, Treasury may accept alternate documentation such as, draft permits, which must be finalized within a specified time as determined by Treasury after approval of a request for notice to proceed with construction.

6. **Estimated Useful Life**

- a. Property that is acquired or improved, in whole or in part, with federal assistance is held in trust by the recipient for the purpose(s) for which the award was made for the Estimated Useful Life. Estimated Useful Life means the period of years that constitutes the expected useful lifespan of a project, as determined by Treasury. The recipient must propose an Estimated Useful Life from the date of construction completion either prior to award or initiation of construction. If the Estimated Useful Life is provided in the application, Treasury's issuance of the grant agreement represents its concurrence with the recipient's proposed Estimated Useful Life.
- b. The recipient's obligation to the federal government continues for the Estimated Useful Life of the project, as determined by Treasury, during which Treasury retains an undivided equitable reversionary interest (the "federal interest") in the property acquired or improved, in whole or in part, with Treasury's investment.
- c. If Treasury determines that the recipient has failed or fails to meet its obligations under the terms and conditions of this award, Treasury may exercise its rights or remedies with respect to its federal interest in the project. However, Treasury's forbearance in exercising any right or remedy in connection with the federal interest does not constitute a waiver thereof.
- d. At its discretion, Treasury may waive the requirement to establish an Estimated Useful Life for environmental restoration projects.

7. **Recording the Federal Interest in the Real Property**

Pursuant to 2 C.F.R. § 200.316, Treasury retains an undivided equitable reversionary interest in real property (a "federal interest") that is acquired or improved, in whole or in part with RESTORE Act Direct Component funds, which must be held in trust by the recipient for the benefit of the project for the Estimated Useful Life of the project.

To document the federal interest, the recipient must prepare and properly record a "Covenant of Purpose, Use and Ownership" (Covenant), or, where a subrecipient is the title owner, the recipient must ensure that the subrecipient prepares and properly records a "Covenant of Purpose, Use and Ownership" (Covenant) on the property acquired or

improved with RESTORE Act Direct Component funds. This Covenant does not establish a traditional mortgage lien in that it does not establish a traditional creditor relationship requiring the periodic repayment of principal and interest, or the ability of Treasury to foreclose on the real property at any time. Rather, pursuant to the Covenant, the recipient and/or the subrecipient, as applicable, acknowledges that it holds title to the real property in trust for the public purposes of the financial assistance award and agrees, among other commitments, that it will repay the federal interest if it disposes of or alienates its interest in the real property, or uses it in a manner inconsistent with the public purposes of the award, during the Estimated Useful Life of the property.

- a. The Covenant must be satisfactory in form and substance to Treasury and must include the name and current address of the recipient and/or subrecipient (if applicable), the award number, amount, date of award, subrecipient agreement (if applicable), date of the purchase of property (if applicable), and the Estimated Useful Life of the project. It must also include statements that the real property will only be used for purposes consistent with the RESTORE Act and Treasury's implementing regulations, 31 C.F.R. Part 34; that it will not be mortgaged or used as collateral, sold, or otherwise transferred to another party without the written permission of Treasury; and that the federal interest cannot be subordinated, diminished, nullified, or released through encumbrance of the property, transfer of the property to another party, or any other action the recipient/subrecipient takes without the written permission of Treasury.
- b. The recipient agrees to provide to Treasury a title insurance (also known as title policy), title report, or title opinion as to the title owner of the property, and to properly record the Covenant, in accordance with applicable law in the real property records in the jurisdiction in which the real property is located in order to provide public record notice to interested parties that there are certain restrictions on the use and disposition of the real property during its Estimated Useful Life, and that Treasury retains an undivided equitable reversionary interest in the real property to the extent of its participation in the project for which funds have been awarded.
- c. Treasury requires title insurance, a title report, or a title opinion from the recipient to substantiate that the Covenant has been properly recorded.
- d. Failure to properly and timely file and maintain documentation of the federal interest may result in appropriate enforcement action, including, but not limited to, disallowance of the cost of the acquisition or improvement by Treasury.
- e. The Federal Interest must be perfected and recorded/filed in accordance with state and/or local law concurrent with the acquisition of the real property, where an award includes real property acquisition, and for construction of buildings and projects to improve the real property, no later than the date construction and/or improvement work commences.
- f. When the Estimated Useful Life of the project is ended, the federal interest is extinguished, and Treasury has no further interest in the real property.
- g. Exclusions from the requirement that the federal interest on real property be recorded will be at Treasury's sole discretion. The types of projects for which Treasury may agree to this exclusion include, but are not limited to, the following: work which involves no above grade structures, work within utility easements, work on leased property, improvements to state parks, water and sewer lateral line projects affecting private properties, and shoreline stabilization projects and other restoration projects.

8. **Use of Real Property**

Encumbering real property on which there is a federal interest without prior Treasury approval is an unauthorized use of the property and of project trust funds under this award. See 2 C.F.R. § 200.316. Real property or interest in real property may not be used for purposes other than the authorized purpose of the award without the express, prior written approval of Treasury, for as long as Treasury retains an interest in the property. The property must not be sold, conveyed, transferred, assigned, mortgaged, or in any other manner encumbered except as expressly authorized in writing by Treasury. The recipient must maintain facilities constructed or renovated with grant funds in a manner consistent with the purposes for which the funds were provided for the duration of the Estimated Useful Life.

In the event that the real property or interest in real property is no longer needed for the originally authorized purpose, the recipient must obtain disposition instructions from Treasury consistent with 2 C.F.R. § 200.311(d).

9. **Administration, Operation, and Maintenance**

The recipient agrees to administer, operate, and maintain the project for its Estimated Useful Life in the same manner in which it operates and maintains similar facilities and equipment owned by it, and in accordance with state and local standards, laws and regulations. The recipient must not be in breach of its obligations under this award except to the extent the failure to fulfill any obligation is due to an Uncontrollable Force.

“Uncontrollable Force” means an event beyond the reasonable control of, and without the fault or negligence of, the party claiming the Uncontrollable Force that prevents the recipient from honoring its contractual obligations under this Agreement and which, by exercise of the recipient’s reasonable care, diligence and foresight, such recipient was unable to avoid. Uncontrollable Forces include, but are not limited to:

- a. Strikes or work stoppage;
- b. Floods, earthquakes, or other natural disasters;
- c. Terrorist acts; and,
- d. Final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the recipient, claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction. Neither the unavailability of funds or financing, nor conditions of national or local economies or markets must be considered an Uncontrollable Force.

10. **Commencement of Construction**

The recipient must not commence construction prior to the date of the Award. The recipient must make a written request to Treasury for permission to commence with construction after the construction contractor has been selected and at least 30 days prior to construction. For project costs to be eligible for Treasury reimbursement, Treasury must determine that the award of all contracts with associated costs are in compliance with the scope of the project and all terms and conditions of this award, and that all necessary permits have been or will be obtained, all Special Award Conditions tied to the commencement of construction have been satisfied, and the federal interest is secure. No construction funds may be drawn from ASAP without Treasury’s written permission. If the recipient commences construction prior to Treasury’s determination, the recipient proceeds at its own risk.

Treasury will only review contract amendments or change orders which change the scope of a contract.

11. **Insurance**

The recipient must, at a minimum, provide the equivalent insurance coverage for real property improved with federal funds as provided to property owned by the recipient state, county or parish, in compliance with 2 C.F.R. § 200.310.

12. **Bonding**

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the recipient or pass-through entity may request in writing that Treasury accept its bonding policy and requirements. If Treasury determines that the federal interest in the project is adequately protected, the recipient or pass-through entity need not comply with the following three bonding requirements. In accordance with 2 C.F.R. § 200.326, for all other recipients and pass-through entities, the minimum requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold are as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute any required contractual documents within the specified timeframe.
- b. A performance bond on the part of the contractor's part for 100 percent of the contract price. A performance bond is a bond executed in connection with a contract to secure the fulfillment of all the contractor's requirements under a contract.
- c. A payment bond on the part of the contractor's part for 100 percent of the contract price. A "payment bond" is a bond executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for under a contract.

13. **Floodplain Requirements**

In accordance with 44 C.F.R. Part 9, prior to Treasury's permission to commence construction in a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of a Floodplain Notice, that the 30-day period established for receipt of comments from the public in response to public notice published regarding the potential for adverse project impact on the values and functions of a designated 100-year floodplain has expired and that identified concerns (if any) have been addressed to Treasury's satisfaction. This notice may be satisfied through a federal/state environmental assessment process used as the vehicle for public notice, involvement, and explanation per 44 C.F.R. § 9.8(2).

In addition, prior to Treasury's authorization to commence construction of structures and/or buildings within a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of the following:

- a. Floodplain Protection: That the project engineer/architect has certified that the project facility will be adequately protected from damage by floods in this area of apparent potential flood hazard. The evidence must include adequate justification for the Base Flood Elevation designation for the financial assistance award site.
- b. Floodplain Insurance: That the community is participating in the National Flood Insurance Program, and that as required, the recipient will purchase flood insurance.

14. **Goals for Women and Minorities in Construction**

Department of Labor regulations set forth in 41 C.F.R. § 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of \$10,000. The recipient must comply with these regulations and must obtain compliance with 41 C.F.R. § 60-4 from contractors and subcontractors employed in the completion of the project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. § 60-4.

- a. The goal for participation of women in each trade area must be as follows: From April 1, 1981, until further notice: 6.9 percent;
- b. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, must hereafter be incorporated by reference into these Special Award Conditions; and,
- c. Goals for minority participation must be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The recipient must include the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-4.6.

15. **Davis Bacon Act, as amended (40 U.S.C. §§ 3141–3148)**

Davis-Bacon Act-related provisions outlined in 33 U.S.C. § 1372 are applicable to RESTORE Act grants that fund a construction project that is a “treatment works” project as defined in 33 U.S.C. § 1292; or a construction project regardless of whether it is a “treatment works” project when RESTORE Act Direct Component grant funds are used on a construction project in conjunction with federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions.

- a. “Treatment works” is defined in 33 U.S.C. § 1292, and means any:
  - i. Devices and systems:
    - 1) Used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature to implement 33 U.S.C. § 1281; or,
    - 2) Necessary to recycle or reuse water at the most economical cost over the estimated life of the works, including intercepting sewers, outfall ewers, sewage collection systems, pumping, power, and other equipment, and their appurtenances; extensions, improvements, remodeling, additions, and alterations to those devices and system; and,
  - ii. Elements essential to provide a reliable recycled supply of water such as standby treatment units and clear well facilities;
  - iii. Acquisition of the land that will be an integral part of the treatment process (including land used for the storage of treated wastewater in land treatment systems prior to land application) or will be used for ultimate disposal of residues resulting from such treatment and acquisition of other land, and interests in land, that are necessary for construction; or,

- iv. Any other method or system for preventing, abating, reducing, storing, treating, separating, or disposing of municipal waste, including storm water runoff, or industrial waste, including waste in combined storm water and sanitary sewer systems.
- b. When Davis-Bacon Act-related provisions applies, the recipient must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141–3144, and §§ 3146–3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”) in all prime construction contracts in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds. The recipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. For information on the current prevailing wage rate determination for a specific locality go to <https://sam.gov/content/wage-determinations>. If there is no prevailing wage rate determination for your locality, recipients should contact the U.S. Department of Labor at 1-866-487-2365 on how to obtain a prevailing wage rate determination.
- c. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. In accordance with the statute and regulations, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor and required to pay wages not less than once a week. The contractor shall submit weekly for each week in which any contract work is performed, a copy of all payrolls to the recipient. The required weekly payroll information may be submitted in any form desired. A contractor may use Form WH–347 which is available at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification>.
- d. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. The recipient must report all suspected or reported violations to Treasury.
- e. The wage determination (including any additional classification and wage rates) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The posters can be found at <https://www.dol.gov/whd/programs/dbra/wh1321.htm>.
- f. The recipient must include all the following contract clauses outlined in 29 C.F.R. § 5.5(a) in all construction contracts subject to the Davis-Bacon and Related Acts requirements, which are in excess of \$2,000 and entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from RESTORE Act Direct Component grant funds, and ensure that any subrecipient also includes these contract clauses in all construction contracts subject to the Davis-Bacon Act requirements (see Appendix III of this document).
- g. **Contract Provision for Contracts in Excess of \$100,000: Contract Work Hours and Safety Standards Act.** All contracts awarded by the recipient or subrecipient in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as

supplemented by Department of Labor regulations at 29 C.F.R. § 5.5(b). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. **These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.** The recipient or subrecipient shall insert the clauses set forth in 29 C.F.R. § 5.5(b)(1) through (4) in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 C.F.R. § 5.5(a). As used in this paragraph, the terms laborers and mechanics include watchmen and guards. See Appendix IV of this document for the Contract Clauses Required for Contracts Subject to the Requirements of the Contract Work Hours and Safety Standards Act.

- h. In addition to the clauses contained in 29 C.F.R. § 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. § 5.1, the recipient or subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the recipient or subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the recipient, Department of Treasury, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.
- i. **Enforcement:** In accordance with 29 C.F.R. § 5.6(a)(1), Treasury has the responsibility to ascertain whether the clauses required by 29 C.F.R. § 5.5 have been inserted in the contracts subject to the labor standards provisions of the Acts contained in 29 C.F.R. § 5.1. Pursuant to 29 C.F.R. § 5.6(a)(3), Treasury may cause investigations to be made by the recipient as may be necessary to ensure compliance with the labor standards clauses required by 29 C.F.R. § 5.5 and the applicable statutes listed in 29 C.F.R. § 5.1. Investigations shall be made of all contracts with such frequency as may be necessary to ensure compliance. Such investigations shall include interviews with employees, which shall be taken in confidence, and examinations of payroll data and evidence of registration and certification with respect to apprenticeship and training plans. In making such examinations, particular care shall be taken to determine the correctness of classifications and to determine whether there is a disproportionate employment of laborers and of apprentices or trainees registered in approved programs. Such investigations shall also include evidence of fringe benefit plans and payments thereunder. Complaints of alleged violations shall be given priority.

16. **Equal Opportunity Clause**

Pursuant to 41 C.F.R. § 60-1.4(b), federally-assisted construction contracts, for construction which is not exempt from the requirements of the equal opportunity clause, 41 C.F.R. Part 60-1—Obligations of Contractors and Subcontractors, the recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: See Appendix V for the full text of 41 C.F.R. § 60-1.4.

17. **Revised Americans with Disabilities Act (ADA) Standards for Accessible Design for Construction Awards**

The U.S. Department of Justice has issued revised regulations implementing Title II of the ADA (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design” (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects. All new construction and alteration projects must comply with the 2010 Standards.

18. **Supplies and Equipment**

a. Requirements that are applicable to recipients that are states:

- i. Equipment: The recipient must use, manage, and dispose of equipment acquired under this Award in accordance with state laws and procedures.
- ii. Supplies: If the recipient has a residual inventory of unused supplies exceeding \$10,000 in total aggregate value upon termination or completion of the activity, project, or program and the supplies are not needed for any other federal award, the recipient must report the value and the retention or sale of such supplies by submitting to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* no later than 60 days after the end of the Period of Performance.

b. Requirements that are applicable to recipients that are not states:

- i. Equipment and Supplies: During the period of performance, the recipient must seek disposition instructions from Treasury for equipment and/or unused or residual supplies acquired under this Award if the current fair market value of the equipment and/or unused or residual supplies is greater than \$10,000 per unit. The recipient must seek disposition instructions before disposing of the property by submitting a completed *SF-428 Tangible Personal Property Report* and *SF-428-C Disposition Request/Report*. Not later than 60 days after the end of the period of performance, the recipient must submit to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* if the recipient retains any equipment with a current fair market value greater than \$10,000 per unit or a residual inventory of unused supplies exceeding \$10,000 in total aggregate value upon termination

or completion of the activity, project, or program and the equipment and/or supplies are not needed for any other federal award.

## **T MISCELLANEOUS REQUIREMENTS AND PROVISIONS**

The recipient must comply with all miscellaneous requirements and provisions described in this section and, when applicable, require its subrecipients, contractors, and subcontractors to comply. This list is not exclusive:

### **1. Prohibition Against Assignment by the Recipient**

Notwithstanding any other provision of this Award, the recipient must not transfer, pledge, mortgage, or otherwise assign this Award, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express written approval of Treasury.

### **2. Disclaimer Provisions**

- a. The United States expressly disclaims any and all responsibility or liability to the recipient or third persons for the actions of the recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Award or any other losses resulting in any way from the performance of this Award or any subaward, contract, or subcontract under this Award.
- b. The acceptance of this Award by the recipient does not in any way constitute an agency relationship between the United States and the recipient.

### **3. Prohibited and Criminal Activities**

- a. The Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the federal government for money (including money representing grants, loans or other benefits).
- b. False Statements, as amended (18 U.S.C. § 1001) provides that whoever makes or presents any materially false, fictitious, or fraudulent statements to the United States shall be subject to imprisonment of not more than five years.
- c. False, Fictitious, or Fraudulent Claims, as amended (18 U.S.C. § 287) provides that whoever makes or presents a false, fictitious, or fraudulent claim against or to the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided in 18 U.S.C. § 287.
- d. False Claims Act (31 U.S.C. §§ 3729-3732), provides that suits under this act can be brought by the federal government, or a person on behalf of the federal government, for false claims under federal assistance programs.
- e. Copeland “Anti-Kickback” Act (41 U.S.C §§ 1320a-7b(b)) prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland “Anti-Kickback” Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

### **4. Limitations on Political Activities of Employees**

The recipient must comply, as applicable, with provisions of the Hatch Act, as amended (5 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

5. **Drug-Free Workplace**

The recipient must comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102), and Treasury implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

6. **Increasing Seat Belt Use in the United States**

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), Recipient should encourage its employees and should encourage contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

7. **Reducing Text Messaging While Driving**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

8. **Minority Serving Institutions (MSIs) Initiative**

Pursuant to EOs 13555 and 13270, as amended, Treasury is strongly committed to broadening the participation of MSIs in its financial assistance programs. Treasury's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from federal financial assistance programs. Treasury encourages recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website at <http://www2.ed.gov/about/offices/list/ocr/edlite-minorityinst.html>.

9. **Research Misconduct**

Treasury adopts, and applies to Awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the EO of the President's Office of Science and Technology Policy on December 6, 2000 (65 Fed. Reg. 76260 (2000)). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Recipients that conduct research funded by Treasury must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Recipients also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the Award, up to and including Award termination and possible suspension or debarment. Treasury requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to Treasury, which will also notify Treasury's Office of Inspector General of such allegation. Once the recipient has investigated the allegation, it will submit its findings to Treasury. Treasury may accept the recipient's findings or proceed with its own investigation; Treasury

shall inform the recipient of Treasury's final determination.

10. **Care and Use of Live Vertebrate Animals**

Recipients must comply with the Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act, as amended, (16 U.S.C. § 1531 et seq.); Marine Mammal Protection Act, as amended, (16 U.S.C. § 1361 et seq.) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act, as amended, (16 U.S.C. § 4701 et seq.) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by federal financial assistance.

11. **The Trafficking Victims Protection Act of 2000, as amended. (22 U.S.C. § 7104(g)), and the implementing regulations at 2 C.F.R. Part 175**

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, as defined in 2 C.F.R. §175.25(d), without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons.

- a. Provisions applicable to a recipient that is a private entity:
  - i. You as the recipient, your employees, subrecipients under this Award, and subrecipients' employees may not—
    - a) Engage in severe forms of trafficking in persons during the period of time that this Award is in effect;
    - b) Procure a commercial sex act during the period of time that this Award is in effect; or,
    - c) Use forced labor in the performance of this Award or subawards under this Award.
  - ii. We as the federal agency may unilaterally terminate this Award, without penalty, if you or a subrecipient that is a private entity —
    - a) Is determined to have violated a prohibition in paragraph a.1 of this Section V.10; or,
    - b) Has an employee who is determined by the agency official authorized to terminate this Award to have violated a prohibition in paragraph a.1 of this Section V.10 through conduct that is either—
      - 1) Associated with performance under this Award; or,
      - 2) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 31 C.F.R. Part 19.
- b. Provision applicable to a recipient other than a private entity. We as the federal agency may unilaterally terminate this Award, without penalty, if a subrecipient that is a private entity—
  - i. Is determined to have violated an applicable prohibition in paragraph a.1

- of this Section V.10; or,
- ii. Has an employee who is determined by the agency official authorized to terminate this Award to have violated an applicable prohibition in paragraph (a) of this Section through conduct that is either:
    - a) Associated with performance under this Award; or,
    - b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 31 C.F.R. Part 19.
- c. Provisions applicable to any recipient:
- i. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition of this section.
  - ii. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
    - a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and,
    - b) Is in addition to all other remedies for noncompliance that are available to us under this Award.
  - iii. You must include the requirements of this section in any subaward you make to a private entity.
- d. *Definitions.* For purposes of this award term:
- i. “Employee” means either:
    - a) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Award; or,
    - b) Another person engaged in the performance of the project or program under this Award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - ii. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - iii. “Private entity”:
    - a) Means any entity other than a state, local government, Indian Tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.
    - b) Includes:
      - 1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 C.F.R. § 175.25(b); or,
      - 2) A for-profit organization.

- iv. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at § 103 of the TVPA, as amended (22 U.S.C. § 7102).

12. **Publications and Signage**

Any publications (written, curricula, visual, sound, reports, or websites) except scientific articles or papers appearing in scientific, technical, or professional journals or signage, produced with funds from this Award, or informing the public about the activities funded in whole or in part by this Award, must clearly display the following language:

Publications:

“This project was funded in whole or in part by a RESTORE Act [Direct Component or Centers of Excellence Research] grant, [insert grant number] awarded to [insert the Recipient’s Name] by the U.S. Department of the Treasury (Treasury). The opinions, statements, findings, conclusions, and recommendations contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position, views, or policies of Treasury. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by Treasury. Rather, the references are illustrations to supplement discussion of the issues.

The internet references cited in this publication were valid as of the date of publication. Given that URLs and websites are in constant flux, neither the author(s) nor Treasury can vouch for their current validity.”

Signage:

This project was funded by a RESTORE Act [Direct Component or Centers of Excellence Research] grant, [insert grant number] awarded to [insert the Recipient’s Name] by the U.S. Department of the Treasury.”

13. **Copyright**

If applicable, Recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The U.S. Department of the Treasury reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. Treasury also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a Treasury resource.

Products and deliverables developed with award funds and published as a U.S. Department of the Treasury resource will contain the following copyright notice:

“This resource was developed under a federal award and may be subject to copyright. The U.S. Department of the Treasury reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only.”

14. **Homeland Security Presidential Directive 12**

If the performance of this Award requires the recipient's personnel to have routine access to Treasury-controlled facilities and/or Treasury-controlled information systems (for purpose of this term "routine access" is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, Treasury will conduct a check with U.S. Citizenship and Immigration Services' (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under this Award must comply with Treasury personal identity verification procedures that implement Homeland Security Presidential Directive 12, "Policy for a Common Identification Standard for Federal Employees and Contractors", FIPS PUB 201, as amended, and OMB Memorandum M-05-24, as amended. The recipient must ensure that its subrecipients and contractors (at all tiers) performing work under this Award comply with the requirements contained in this section. Treasury may delay final payment under this Award if the subrecipient or contractor fails to comply with the requirements listed in this section. The recipient must insert the following term in all subawards and contracts when the subrecipient or contractor is required to have routine physical access to a Treasury-controlled facility or routine access to a Treasury-controlled information system:

- a. The subrecipient or contractor must comply with Treasury personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication, FIPS PUB 140-2, as amended, for all employees under this subaward or contract who require routine physical access to a federally controlled facility or routine access to a federally controlled information system.
- b. The subrecipient or contractor must account for all forms of government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by Treasury:
  - i. When no longer needed for subaward or contract performance;
  - ii. Upon completion of the subrecipient or contractor employee's employment; or,
  - iii. Upon subaward or contract completion or termination.

15. **Export Control**

- a. This clause applies to the extent that this Award involves access to export-controlled items.
- b. In performing this financial assistance Award, the recipient may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR) issued by the Department of Commerce (DOC). The recipient is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and re-exports provisions. The recipient shall establish and maintain effective export compliance procedures throughout performance of the Award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.
- c. Definitions:
  - i. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730–774), implemented by the

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DOC's Bureau of Industry and Security. These are generally known as "dual-use" items, items with a military and commercial application.

- ii. Deemed Export/Re-export. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is "deemed" to be an export to the home country of the foreign national. 15 C.F.R. § 734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the United States. If such a release occurs abroad, it is considered a deemed re-export to the foreign national's home country. Licenses from DOC may be required for deemed exports or re-exports.
- d. The recipient shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this Award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable federal statutes, EOs, and/or regulations, including the EAR.
- e. To the extent the recipient wishes to provide foreign nationals with access to export-controlled items, the recipient shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports.
- f. Nothing in the terms of this Award is intended to change, supersede, or waive the requirements of applicable federal statutes, EOs, and/or regulations.
- g. Compliance with this section will not satisfy any legal obligations the recipient may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. § 120–130), including releases of such items to foreign nationals.
- h. The recipient shall include this clause, including this paragraph (i), in all lower-tier transactions (subawards, contracts, and subcontracts) under this Award that may involve access to export-controlled items.

## **APPENDIX I: 2 C.F.R. PART 170, APPENDIX A**

### **I. Reporting Subawards and Executive Compensation**

#### **(a) Reporting of first-tier subawards —**

(1) Applicability. Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds \$30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds \$30,000. All reported subawards should reflect the total amount of the subaward.

(2) Reporting Requirements. (i) The entity or Federal agency must report each subaward described in paragraph (a)(1) of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrs.gov>.

(ii) For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(b) Reporting total compensation of recipient executives for entities —(1) Applicability. The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:

(i) The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000;

(ii) in the preceding fiscal year, the recipient received:

(A) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

(2) Reporting Requirements. The recipient must report executive total compensation described in paragraph (b)(1) of this appendix:

(i) As part of the recipient's registration profile at <https://www.sam.gov/>.

(ii) No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7, 2025, the executive total compensation must be reported by no later than December 31, 2025.)

(c) Reporting of total compensation of subrecipient executives— (1) Applicability. Unless a first-tier subrecipient is exempt as provided in paragraph (d) of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

(i) The total Federal funding authorized to date under the subaward equals or exceeds \$30,000;

(ii) In the subrecipient's preceding fiscal year, the subrecipient received:

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

(2) Reporting Requirements. Subrecipients must report to the recipient their executive total compensation described in paragraph (c)(1) of this appendix. The recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrs.gov> no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(d) Exemptions. (1) A recipient with gross income under \$300,000 in the previous tax year is exempt from the requirements to report:

(i) Subawards, and

(ii) The total compensation of the five most highly compensated executives of any subrecipient.

(e) Definitions.

For purposes of this award term:

Entity includes:

(1) Whether for profit or nonprofit:

(i) A corporation;

(ii) An association;

(iii) A partnership;

(iv) A limited liability company;

(v) A limited liability partnership;

(vi) A sole proprietorship;

(vii) Any other legal business entity;

(viii) Another grantee or contractor that is not excluded by subparagraph (2); and

(ix) Any State or locality;

(2) Does not include:

- (i) An individual recipient of Federal financial assistance; or
- (ii) A Federal employee.

Executive means an officer, managing partner, or any other employee holding a management position.

Subaward has the meaning given in 2 C.F.R. 200.1.

Subrecipient has the meaning given in 2 C.F.R. 200.1.

Total Compensation means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 C.F.R. 229.402(c)(2).

## **APPENDIX II: 2 C.F.R. PART 25, APPENDIX A**

### **A. Requirement for System for Award Management**

Unless recipients are exempted from this requirement under [2 C.F.R. 25.110](#), the recipient must maintain current information in the SAM. This includes information on the recipient's immediate and highest level owner and subsidiaries, as well as on all of the recipient's predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until the recipient submits the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information or another Federal award term.

### **B. Requirement for Unique Entity Identifier**

If recipients are authorized to make subawards under this Federal award, recipients:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the recipient until the entity has provided its Unique Entity Identifier to the recipient.
2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to the recipient. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

### **C. Definitions**

For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at <https://www.sam.gov/>).
2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.
3. Entity includes non-Federal entities as defined at [2 C.F.R. 200.1](#) and also includes all of the following, for purposes of this part:
  - a. A foreign organization;
  - b. A foreign public entity;
  - c. A domestic for-profit organization; and
  - d. A Federal agency.
4. Subaward has the meaning given in [2 C.F.R. 200.1](#).
5. Subrecipient has the meaning given in [2 C.F.R. 200.1](#).

## **APPENDIX III: DAVIS-BACON AND RELATED ACTS REQUIREMENTS**

### 1. Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 C.F.R. part 3](#))), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. § 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in [§ 5.5\(a\)\(4\)](#). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under [paragraph \(a\)\(1\)\(ii\)](#) of 29 C.F.R. .§ 5.1 and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the

contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to [paragraphs \(a\)\(1\)\(ii\) \(B\) or \(C\)](#) of 29 C.F.R. . § 5.5, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding.

The Department of Treasury or recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Treasury or the recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under [29 C.F.R. 5.5\(a\)\(1\)\(iv\)](#) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy

of all payrolls to the recipient. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under [29 C.F.R. 5.5\(a\)\(3\)\(i\)](#), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the recipient, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of 29 C.F.R. § 5.5 for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under [§ 5.5 \(a\)\(3\)\(ii\)](#) of Regulations, [29 C.F.R. part 5](#), the appropriate information is being maintained under [§ 5.5 \(a\)\(3\)\(i\)](#) of Regulations, [29 C.F.R. part 5](#), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, [29 C.F.R. part 3](#);

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by [paragraph \(a\)\(3\)\(ii\)\(B\)](#) of this 29 C.F.R. . § 5.5.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under [paragraph \(a\)\(3\)\(i\)](#) of 29 C.F.R. § 5.5 available for inspection, copying, or transcription by authorized representatives of the recipient, Department of Treasury, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to [29 C.F.R. 5.12](#).

#### 4. Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training

Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in [29 C.F.R. 5.16](#), trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 C.F.R. part 30](#).

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of [29 C.F.R. part 3](#), which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in [29](#)

[C.F.R. 5.5\(a\)\(1\)](#) through [\(10\)](#), and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with all the contract clauses in [29 C.F.R. 5.5](#).

7. Contract termination: debarment. A breach of the contract clauses in [29 C.F.R. 5.5](#) may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in [29 C.F.R. 5.12](#).

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in [29 C.F.R. parts 1, 3, and 5](#) are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in [29 C.F.R. parts 5, 6, and 7](#). Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or [29 C.F.R. 5.12\(a\)\(1\)](#).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or [29 C.F.R. 5.12\(a\)\(1\)](#).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, [18 U.S.C. 1001](#).

**APPENDIX IV: CONTRACT CLAUSES REQUIRED FOR CONTRACTS SUBJECT TO THE REQUIREMENTS OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of 29 C.F.R. § 5.5(b), the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of 29 C.F.R. § 5.5(b), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of 29 C.F.R. § 5.5(b).

(3) Withholding for unpaid wages and liquidated damages. The Department of Treasury or recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of 29 C.F.R. § 5.5(b).

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1 through 4 of 29 C.F.R. § 5.5(b) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraph 1 through 4 of 29 C.F.R. § 5.5(b).

## **APPENDIX V: 41 C.F.R. § 60-1.4**

During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*28.**

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Consideration of appointing a Special Commissioner to advertise for proposals for the lease of the majority of the Joe Faggard Building located on Bolivar Peninsula to an AARP Chapter, submitted by Legal Services Manager

### Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	1/7/26 2:58 pm
2	Dianna Martinez	Approve	1/7/26 5:23 pm

On this, the 16<sup>th</sup> day of January 2026, the Commissioners' Court of Galveston County, Texas, convened in a special scheduled meeting with the following members thereof present:

- Mark Henry, County Judge**
- Darrell A. Apffel, Commissioner, Precinct No. 1**
- Joe Giusti, Commissioner, Precinct No. 2**
- Hank Dugie, Commissioner, Precinct No. 3**
- Robin Armstrong, MD, Commissioner, Precinct No. 4; and**
- Dwight D. Sullivan, County Clerk**

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

**Whereas**, the County of Galveston is the owner in fee simple of the Joe Faggard Building located at 1750 SH 87 on Bolivar Peninsula; and

**Whereas**, §263.001 of the Local Government Code authorizes the Commissioners' Court to conduct a public auction to lease the use of a portion of such facility; and

**Whereas**, the Bolivar Peninsula AARP Chapter #1591 has expressed an interest in obtaining a lease to use the building, with the exception of an office approximately 400 square feet in size, which is to be used for other purposes, will offer services/activities to senior citizens living on Bolivar Peninsula:

- Monday-Friday from 10:00 am-2:00 pm at a minimum of three times per week. Acceptable services/activities include but are not limited to: seminars, fitness classes, arts & crafts, games, lunch/socials, etc. The President will send an all-inclusive schedule of monthly activities by the 2<sup>nd</sup> of each month to the Parks & Cultural Services Director. This schedule will also assist us with determining when it is available to rent by the general public.
- Twice a month, offer field/group trips for seniors ages 50+ (AARP is 50+). The trip shall be voted on and determined by a majority vote of the participants/membership. Trips should seek to partner with the Galveston County Senior Services division whenever possible. The Transportation Enrichment Program (T.E.P.) bus can be utilized once per month at no cost, based on availability. Additional trips on the T.E.P. bus will be offered at the in-County rate of \$150.00 per trip, in the event that the bus is needed. Trips are limited to Monday-Friday from 8:00 am-5:00 pm.

**Whereas**, the Commissioners' Court is willing to enter into a lease with either the Bolivar Peninsula AARP Chapter #1591 or any other interested entity for use of the facility, permitting such use.

**Now, Therefore**, the Commissioners' Court does hereby appoint Elizabeth Robertson, Special Commissioner, to advertise the intention of the County to enter into a lease permitting the use of such facility at public auction. Prior to such auction being conducted the Special Commissioner shall publish notice of the auction once a week for three consecutive weeks before

the date of the auction, with the date of the first publication being before the 20<sup>th</sup> day before the date the auction is held.

**Further**, the minimum proposal the Commissioners' Court will accept for the use of the facility is such services to the residents of Bolivar Peninsula as are listed above.

**Further**, if the Commissioners' Court shall enter into such lease, the successful bidder must enter into a lease agreement on terms satisfactory to the County.

**Further**, the Commissioners' Court reserves the right to reject any offer it deems unreasonable.

**Upon Motion Duly Made and Seconded**, the above Resolution was passed on this 16<sup>th</sup> day of January 2026.

County of Galveston, Texas

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

Attest:

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



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*29.**

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Consideration of appointing a Special Commissioner to advertise for proposals for the lease of office space, approximately 400 square feet in size, located in the Joe Faggard Building, located on Bolivar Peninsula to a Chamber of Commerce submitted by Legal Services Manager

### Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	1/7/26 3:15 pm
2	Dianna Martinez	Approve	1/7/26 5:22 pm

On this, the 16<sup>th</sup> day of January 2026, the Commissioners' Court of Galveston County, Texas convened in a special scheduled meeting with the following members thereof present:

**Mark Henry, County Judge**  
**Darrell Apffel, Commissioner, Precinct No. 1**  
**Joe Giusti, Commissioner, Precinct No. 2**  
**Hank Dugie, Commissioner, Precinct No. 3**  
**Robin Armstrong, MD, Commissioner, Precinct No. 4; and**  
**Dwight D. Sullivan, County Clerk**

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

**Whereas**, the County of Galveston is the owner in fee simple of the Joe Faggard Building located at 1750 SH 87 on Bolivar Peninsula; and

**Whereas**, §263.001 of the Local Government Code authorizes the Commissioners' Court to conduct a public auction to lease the use of a portion of such facility; and

**Whereas**, the Bolivar Peninsula Chamber of Commerce has expressed an interest in obtaining a lease to use one of the offices, approximately 400 square feet in size, located in the Joe Faggard Building, to conduct Chamber-related activities; and

**Whereas**, the Commissioners' Court is willing to enter into a lease with either the Bolivar Peninsula Chamber of Commerce or any other interested entity for an office located in its facility, permitting such use.

**Now, Therefore**, the Commissioners' Court does hereby appoint Elizabeth Robertson, Special Commissioner, to advertise the intention of the County to enter into a lease permitting the use of such office space at public auction. Prior to such auction being conducted, the Special Commissioner shall publish notice of the auction once a week for three consecutive weeks before the date of the auction with the date of the first publication being before the 20<sup>th</sup> day before the date the auction is held.

**Further**, the minimum bid the Commissioners' Court will accept for the use of the office is \$150.00 per month.

**Further**, if the Commissioners' Court shall enter into such lease, the successful bidder must enter into a lease agreement on terms satisfactory to the County.

**Further**, the Commissioners' Court reserves the right to reject any offer it deems unreasonable.

**Upon Motion Duly Made and Seconded**, the above Resolution was passed on this 16<sup>th</sup> day of January 2026.

County of Galveston, Texas

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

Attest:

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



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*30.**

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Consideration of approval for the County Judge to sign the Hartford CrimeShield advanced renewal application for commercial, non-profit, and governmental entities submitted by Legal Services Manager

### Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	1/7/26 2:37 pm
2	Dianna Martinez	Approve	1/8/26 5:01 pm



**THE HARTFORD CRIMESHIELD<sup>SM</sup> ADVANCED  
RENEWAL APPLICATION FOR  
COMMERCIAL, NON PROFIT AND GOVERNMENTAL ENTITIES**

Agency Name:

Hartford Agency Code:

Hartford Policy Number:

Named Insured:

Address:

Effective Date Of Renewal:

Does the above Named Insured and address information represent a change from the last renewal?  Yes  No

If yes, please explain on a separate sheet.

Desired coverage/limit/deductible changes:

Check here if none

<b>A. SINCE THE LAST RENEWAL, HAS YOUR OPERATION CHANGED IN THE FOLLOWING AREAS? (If yes, please explain on separate sheet, if necessary)</b>		
1.	Legal entity status? If yes, what is nature of the change?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	Predominant business activity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.	Change in ownership or management?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.	Internal Control procedures as documented in your most recently completed full application?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.	Mergers/acquisitions with other companies?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**B. COMPANY INFORMATION**

1.) Latest fiscal year end revenues: \$ \_\_\_\_\_

List Countries in which you have operations	Type of Operation	# of Employees	# of Locations	Revenues
U.S. and Canada				\$
				\$
				\$
				\$
				\$
				\$
<b>TOTAL:</b>				\$

2.) Of the grand total of employees indicated above, how many are either in management, or handle/have custody, or maintain records of money, securities or other property?: \_\_\_\_\_

**C. LOSS EXPERIENCE**

<b>LOSS EXPERIENCE</b>		
List all fidelity and crime losses discovered or sustained in the last three years. Check here if none: <input type="checkbox"/>		
<b>DATE OF LOSS</b>	<b>TYPE OF LOSS (Employee Dishonesty, Forgery, etc.)</b>	<b>AMOUNT OF LOSS</b>
Please attach details of all losses including description, corrective action taken and amount covered by insurance.		

**Please attach the following information:**

- Latest fiscal year end CPA financials (if private)
- Latest CPA Management Letter and written response

**Insurance Fraud Warning**

Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance, or a statement of claim containing any false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime in certain jurisdictions.

**Important State Specific Information**

**ARKANSAS APPLICANTS:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

**COLORADO APPLICANTS:** IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICY HOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICY HOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

**DISTRICT OF COLUMBIA APPLICANTS:** IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT."

**FLORIDA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

**HAWAII APPLICANTS:** FOR YOUR PROTECTION, HAWAII LAW REQUIRES YOU TO BE INFORMED THAT PRESENTING A FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT IS A CRIME PUNISHABLE BY FINES OR IMPRISONMENT, OR BOTH.

**KENTUCKY APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

**LOUISIANA APPLICANTS:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

**MAINE APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

**MARYLAND APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY AND WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

**NEW JERSEY APPLICANTS:** ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

**NEW MEXICO APPLICANTS:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

**OHIO APPLICANTS:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

**OKLAHOMA APPLICANTS:** WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

**OREGON APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD OR SOLICIT ANOTHER TO DEFRAUD AN INSURER: (1) BY SUBMITTING AN APPLICATION OR; (2) FILING A CLAIM CONTAINING A FALSE STATEMENT AS TO ANY MATERIAL FACT MAY BE VIOLATING STATE LAW.

**PENNSYLVANIA APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

**PUERTO RICO APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD AN INSURANCE COMPANY PRESENTS FALSE INFORMATION IN AN INSURANCE APPLICATION, OR PRESENTS, HELPS, OR CAUSES THE PRESENTATION OF A FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS OR ANY OTHER BENEFIT, OR PRESENTS MORE THAN ONE CLAIM FOR THE SAME DAMAGE OR LOSS, SHALL INCUR A FELONY AND, UPON CONVICTION, SHALL BE SANCTIONED FOR EACH VIOLATION WITH THE PENALTY OF A FINE OF NOT LESS THAN FIVE THOUSAND (5,000) DOLLARS AND NOT MORE THAN TEN THOUSAND (10,000) DOLLARS, OR A FIXED TERM OF IMPRISONMENT FOR THREE (3) YEARS, OR BOTH PENALTIES. IF AGGRAVATED CIRCUMSTANCES PREVAIL, THE FIXED ESTABLISHED IMPRISONMENT MAY BE INCREASED TO A MAXIMUM OF FIVE (5) YEARS; IF EXTENUATING CIRCUMSTANCES PREVAIL, IT MAY BE REDUCED TO A MINIMUM OF TWO (2) YEARS.

**RHODE ISLAND APPLICANTS:** "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON."

**TENNESSEE:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

**VERMONT APPLICANTS:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE STATEMENT IN AN APPLICATION FOR INSURANCE MAY BE GUILTY OF A CRIMINAL OFFENSE AND SUBJECT TO PENALTIES UNDER STATE LAW.

**VIRGINIA APPLICANTS:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

**WASHINGTON:** IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES, AND DENIAL OF INSURANCE BENEFITS."

**WEST VIRGINIA:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

**NEW YORK APPLICANTS:** ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY MATERIAL FACT THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL BE ALSO SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

The Insured represents that the information furnished in this application is complete, true and correct. Any intentional misrepresentation, omission, concealment or incorrect statement of a material fact, in this application or otherwise, shall be grounds for the rescission of any bond issued in reliance upon such information.

**\*APPLIES TO GEORGIA, VIRGINIA APPLICANTS ONLY:** The Insured represents that the information furnished in this application is complete, true and correct. It is further agreed that if the above described declarations and statements are not true, accurate and complete, and are deemed material to the issuance of this Policy, any claim arising from any matter not truthfully, accurately or completely disclosed, or disclosed at all, shall be excluded from coverage

THE SIGNING OF THIS APPLICATION DOES NOT BIND THE COMPANY TO OFFER, NOR THE APPLICANT TO PURCHASE, THE INSURANCE. IT IS AGREED THAT THIS APPLICATION, INCLUDING ANY MATERIAL SUBMITTED THEREWITH, SHALL BE THE BASIS OF THE INSURANCE. THE COMPANY WILL HAVE RELIED UPON THIS APPLICATION, INCLUDING ANY MATERIAL SUBMITTED IN CONNECTION WITH THE APPLICATION PROCESS, IN ISSUING THE POLICY.

ELECTRONICALLY REPRODUCED SIGNATURES WILL BE TREATED AS ORIGINAL.

Application completed by: \_\_\_\_\_  
(Name and Title)  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**PRODUCER NAME:** (required in *Florida and Iowa only*) \_\_\_\_\_

**PRODUCER LICENSE NO.** (required in *Florida only*) \_\_\_\_\_

**PRODUCER SIGNATURE:** (required in *New Hampshire only*) \_\_\_\_\_

***Fax to Regional Office Bond Department:***



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

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

**\*31.**

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BA 26-64-0116-A

Human Resources- Request transfer from within Human Resources - Various Spend Categories to Various Spend Categories to fund personnel adjustment

**Approval History**

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Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	1/9/26 9:39 am

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Fund	Cost Center	Department Name	Position Number	Position Title	Adopted Salary	New Salary	Salary Difference	Medicare	TCDRS	AUL	Unemployment	Total	Comments
1101 General Fund	155000	Human Resources	1550000010	Benefits Specialist	\$ 65,000.00	\$ 58,531.00	\$ (6,469.00)	\$ (93.80)	\$ (767.87)	\$ (507.62)	\$ (7.12)	\$ (7,845.41)	Budget Adjustment
1101 General Fund	155000	Human Resources	1550000005	HR Business Partner	\$ 60,840.00	\$ 67,309.00	\$ 6,469.00	\$ 93.80	\$ 767.87	\$ 507.62	\$ 7.12	\$ 7,845.41	Salary Increase
					Total:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Budget Neutral



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

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

**\*32.**

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BA 26-65-0116-B

Emergency Management- Consideration of approval of personnel budget adjustments for  
Emergency Management

**Approval History**

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<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/9/26 9:41 am

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Galveston County, Texas  
 291010 Emergency Management  
 01/16/2026 Personnel Budget Amendment

Fund	Cost Center	Department Name	Position Number	Position Title	Adopted Grade	Adopted Salary	New Grade	New Salary	Salary Difference	Medicare	TCDRS	AUL	Unemployment	Total	Comments
1101 General Fund	291010	Emergency Management	2910100004	Deputy Emergency Management Coordinator	221	\$ 84,630.00	224	\$ 84,630.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Grade change
<b>Total:</b>						<b>\$ 84,630.00</b>		<b>\$ 84,630.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>No Fiscal Impact</b>



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*33.**

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PM 26-01-0116-A

Public Health- Consideration of approval for Behavior Health Observation Unit project budget

### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	1/9/26 11:33 am



View Event: Budget Amendment: - Project  
LTD Budget on 01/05/2026 : BAT-0000476

**For** Budget Amendment: - Project LTD Budget on 01/05/2026 : BAT-0000476  
**Overall Process** Budget Amendment: - Project LTD Budget on 01/05/2026 : BAT-0000476  
**Overall Status** In Progress  
**Due Date** 12/20/2025  
**Calendars In Use** Consecutive Days (No Calendars Selected)

Details

**Budget Amendment** Budget Amendment: - Project LTD Budget on 01/05/2026 : BAT-0000476  
**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)  
**Amendment ID** BAT-0000476  
**Amendment Date** 01/05/2026  
**Description** To enter project budget for non-grant funds, and change orders (correct initial budget for project)  
**Amendment Type** Project Budget Amendment  
**Balanced Amendment** Yes  
**Status** In Progress  
**Plan Currency** USD

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Spend Category	Revenue Category	*Project	Debit Amount	Credit Amount	Currency Rate	Base Debit Amount	Base Credit Amount	Base Currency	Memo	Exceptions
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	\$383,151.24	\$0.00	1	383,151.24	0.00	USD	To enter project budget for non-grant funds, and change orders (correct initial budget for project)	
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 - Goods		Behavior Health Observation Unit	\$894,019.55	\$0.00	1	894,019.55	0.00	USD	To enter project budget for non-grant funds, and change orders (correct initial budget for project)	



View Event: Budget Amendment: - Project  
LTD Budget on 01/05/2026 : BAT-0000476

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))	4911000:Transfers - General Fund	411010 Public Health	3100 County Capital Projects Fund		Transfer from General Fund	Behavior Health Observation Unit	\$23,729.25	\$0.00	1	23,729.25	0.00	USD	To enter project budget for non-grant funds, and change orders (correct initial budget for project)	
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		Behavior Health Observation Unit	\$0.00	\$1,300,900.04	1	0.00	1,300,900.04	USD	To enter project budget for non-grant funds, and change orders (correct initial budget for project)	

Behavior Health Unit Project Budget Amendment.pdf

**File Name** Behavior Health Unit Project Budget Amendment.pdf  
**Content Type** application/pdf  
**Updated By** Austin Schumann  
**Upload Date** 12/19/2025 03:24:26 PM  
**Comment**

Process

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	12/19/2025 03:24:28 PM	12/20/2025	Austin Schumann	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	12/19/2025 03:25:40 PM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		12/20/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	12/19/2025 03:30:03 PM		Kenna Pruitt (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	12/19/2025 03:35:49 PM	12/21/2025	Linda Liechty (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Awaiting Action		12/21/2025	Diana Huallpa Trevino (Budget Manager)	1	



View Event: Budget Amendment: - Project  
LTD Budget on 01/05/2026 : BAT-0000476

04:33 PM  
12/19/2025  
Page 3 of 3

Remaining Process

Click on the button below to review remaining process details.



First Intial Budget Entry: \$1,300,900.04

Correct Amount: \$1,277,170.79

Correction needed here: (\$23,729.25)

Buildings Goods 70%	Buildings Services 30%
\$ 894,019.55	\$ 383,151.24



View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 01/05/2026 : BAT-0000451

**Company** The County of Galveston  
**Plan Template** Annual Budget Detail : FY26 Amended Budget  
**Plan** FY26 Amended Budget  
**Organizing Dimension Type**  
**Amendment ID** BAT-0000451  
**Amendment Date** 01/05/2026  
**Description** 26-55-0105-A; Request transfer from General Fund - Budgeted Reserves to County Capital Projects Fund - Buildings to fund the Behavior Health Observation Unit Project.  
**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)	5913000:Transfers Out - Capital Projects	921010 Transfers and Reserves	1101 General Fund		Transfer to County Capital Projects			\$1,277,170.79	\$0.00	Request transfer from General Fund - Budgeted Reserves to County Capital Projects Fund - Buildings to fund the Behavior Health Observation Unit Project.	
FY2026 Annual (FY26 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1101 General Fund		Budgeted Reserves			\$0.00	\$1,277,170.79	Request transfer from General Fund - Budgeted Reserves to County Capital Projects Fund - Buildings to fund the Behavior Health Observation Unit Project.	

Behavior Health Observation Unit Project Project BA.pdf

**File Name** Behavior Health Observation Unit Project Project BA.pdf  
**Content Type** application/pdf  
**Updated By** Lee Clemmer  
**Upload Date** 12/10/2025 10:07:56 AM



View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 01/05/2026 : BAT-0000451

**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	12/10/2025 10:45:28 AM	12/11/2025	Lee Clemmer	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	12/10/2025 11:00:42 AM		Joselinne Piedras-Sarabia (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		12/11/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Sent Back	12/11/2025 03:12:07 PM		Kenna Pruitt (Accounting Operations Lead)	1	Send Back Reason from Kenna Pruitt: Amount of BA does not align with support provided
Budget Amendment Event	Budget Amendment Event	Submitted	12/11/2025 03:15:20 PM	12/11/2025	Lee Clemmer	1	Lee Clemmer: Amount updated. Thank you!
Budget Amendment Event	Approval by Budget Specialist	Approved	12/11/2025 03:20:59 PM		Gabriela De Los Santos (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		12/11/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	12/11/2025 03:39:20 PM		Kenna Pruitt (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	12/12/2025 09:24:00 AM	12/13/2025	Sergio Cruz (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Sent Back	12/18/2025 09:29:01 AM	12/14/2025	Diana Huallpa Trevino (Budget Manager)	1	Send Back Reason from Diana Huallpa Trevino: Update needed.
Budget Amendment Event	Budget Amendment Event	Submitted	12/19/2025 09:06:42 AM	12/11/2025	Lee Clemmer	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	12/19/2025 09:18:59 AM		Gabriela De Los Santos (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		12/11/2025		0	



View Budget Amendment: Budget  
 Amendment: FY2026 - Annual Budget Detail  
 on 01/05/2026 : BAT-0000451

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	12/19/2025 11:14:52 AM		Kenna Pruitt (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	12/19/2025 12:25:48 PM	12/21/2025	Sergio Cruz (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	12/19/2025 02:25:24 PM	12/21/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		12/21/2025	Christie Motogbe (Finance Executive) Sergio Cruz (Finance Executive)	2	



*Christie Motogbe CPA*

1st Assistant County Auditor  
 County Auditor's Office

409-770-5337  
 ChristieJ.Motogbe@galvestoncountytexas.gov  
 722 Moody Ave, 4th Floor, Galveston, TX 77550

**From:** Pitts, Mary <Mary.Pitts@galvestoncountytexas.gov>  
**Sent:** Tuesday, November 25, 2025 11:55 AM  
**To:** Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytexas.gov>  
**Cc:** Huallpa, Diana <Diana.Huallpa@galvestoncountytexas.gov>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytexas.gov>; Pruitt, Kenna <Kenna.Pruitt@galvestoncountytexas.gov>; Cruz, Sergio <Sergio.Cruz@galvestoncountytexas.gov>; Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytexas.gov>  
**Subject:** RE: Budget Amendment for 12/22/2025 Court

Good morning, Christie,

I hope you're doing well. ARPA funding allocated for the construction contract with Sovereign Builders, Inc. Dba Construction LTD (721935) for the Mental Health EOU project is fully obligated under contract and change orders, not to exceed \$10,435,608.75. To cover the remaining project costs and fully satisfy the obligations of their contract, the table below outlines the additional General Funds (GFs) needed. Please let me know if further information is needed. Thank you and have a great day!

Project Information	ARPA Contract Amount	GF Contract Amount
<b>Phase III - Construction</b>	<b>\$10,435,608.75</b>	<b>\$1,277,170.79</b>
<b>Sovereign Builders Inc. Dba Construction, LTD / 721935</b>	<b>\$8,348,487.00</b>	<b>\$0.00</b>
RFP# B241016		
CM24129 / SC-0000543		
<b>Change Orders</b>		
CO #1	\$2,087,121.75	\$461,908.29
CO #2	\$0.00	\$112,010.17
CO #3	\$0.00	\$284,500.92
CO #4		\$418,751.41

Sincerely,



View Event: Project Budget: Behavior Health  
 Observation Unit Project Budget (Non-Grant) -  
 The County of Galveston

**For** Behavior Health Observation Unit Project Budget (Non-Grant) - The County of Galveston  
**Overall Process** Project Budget: Behavior Health Observation Unit Project Budget (Non-Grant) - The County of Galveston  
**Overall Status** Successfully Completed  
**Due Date** 12/11/2025  
**Calendars In Use** Consecutive Days (No Calendars Selected)

Details

**Plan** Behavior Health Observation Unit Project Budget (Non-Grant)  
**Company** The County of Galveston  
**Plan Structure** Project LTD Budget  
**Plan Name** Behavior Health Observation Unit Project Budget (Non-Grant)  
**Plan Template** Project LTD Budget : Behavior Health Observation Unit Project Budget (Non-Grant)  
**Currency** USD  
**Plan Status** Available  
**Translation Currency** USD

Period

Plan Period	Original Amount	Amendment Amount	Current Amount
01/01/2025 - 09/30/2026 (Behavior Health Observation Unit Project Budget (Non-Grant))	0.00	0.00	0.00
<b>Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Behavior Health Unit Project Budget Entry.pdf

**File Name** Behavior Health Unit Project Budget Entry.pdf  
**Content Type** application/pdf  
**Updated By** Austin Schumann  
**Upload Date** 12/10/2025 09:35:04 AM  
**Comment**

FW\_ Budget Amendment for 12\_22\_2025 Court.msg

**File Name** FW\_ Budget Amendment for 12\_22\_2025 Court.msg  
**Content Type** application/octet-stream  
**Updated By** Austin Schumann  
**Upload Date** 12/10/2025 09:35:04 AM  
**Comment**

Process

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Plan Event	Plan Event	Step Completed	12/10/2025 09:35:13 AM	12/11/2025	Austin Schumann	1	
Plan Event	Approval by Cost Center Manager	Approved	12/10/2025 03:36:47 PM	12/12/2025	Linda Liechty (Cost Center Manager)	1	
Plan Event	Approval by Budget Specialist	Approved	12/10/2025 03:49:07 PM	12/12/2025	Lee Clemmer (Budget Specialist)	1	
Plan Event	Approval by Sponsored Programs Manager	Not Required		12/11/2025		0	



View Event: Project Budget: Behavior Health  
 Observation Unit Project Budget (Non-Grant) -  
 The County of Galveston

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Plan Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	12/19/2025 02:00:54 PM	12/12/2025	Kenna Pruitt (Accounting Operations Lead)	1	Kenna Pruitt: Budget should be for \$1,277,170.79 to align with BAT-0000451 and as per the attached project change orders with Sovereign Builders. Please revise project budget if possible (I can only approve, not send back), if unable to revise a BA will need to be entered.
Plan Event	Approval by Budget Manager	Approved	12/19/2025 03:04:02 PM	12/21/2025	Diana Huallpa Trevino (Budget Manager)	1	Diana Huallpa Trevino: Revision is needed per the A.O.
Plan Event	Approval by Finance Executive	Approved	12/19/2025 03:08:54 PM	12/21/2025	Christie Motogbe (Finance Executive)	1	



View Event: Project Budget: Behavior Health  
 Observation Unit Project Budget (Non-Grant) -  
 The County of Galveston

**For** Behavior Health Observation Unit Project Budget (Non-Grant) - The County of Galveston  
**Overall Process** Project Budget: Behavior Health Observation Unit Project Budget (Non-Grant) - The County of Galveston  
**Overall Status** Successfully Completed  
**Due Date** 12/11/2025  
**Calendars In Use** Consecutive Days (No Calendars Selected)

Details

**Plan** Behavior Health Observation Unit Project Budget (Non-Grant)  
**Company** The County of Galveston  
**Plan Structure** Project LTD Budget  
**Plan Name** Behavior Health Observation Unit Project Budget (Non-Grant)  
**Plan Template** Project LTD Budget : Behavior Health Observation Unit Project Budget (Non-Grant)  
**Currency** USD  
**Plan Status** Available  
**Translation Currency** USD

Period

Plan Period	Original Amount	Amendment Amount	Current Amount
01/01/2025 - 09/30/2026 (Behavior Health Observation Unit Project Budget (Non-Grant))	0.00	0.00	0.00
<b>Total:</b>	0.00	0.00	0.00

Behavior Health Unit Project Budget Entry.pdf

**File Name** Behavior Health Unit Project Budget Entry.pdf  
**Content Type** application/pdf  
**Updated By** Austin Schumann  
**Upload Date** 12/10/2025 09:35:04 AM  
**Comment**

FW\_ Budget Amendment for 12\_22\_2025 Court.msg

**File Name** FW\_ Budget Amendment for 12\_22\_2025 Court.msg  
**Content Type** application/octet-stream  
**Updated By** Austin Schumann  
**Upload Date** 12/10/2025 09:35:04 AM  
**Comment**

Process

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Plan Event	Plan Event	Step Completed	12/10/2025 09:35:13 AM	12/11/2025	Austin Schumann	1	
Plan Event	Approval by Cost Center Manager	Approved	12/10/2025 03:36:47 PM	12/12/2025	Linda Liechty (Cost Center Manager)	1	
Plan Event	Approval by Budget Specialist	Approved	12/10/2025 03:49:07 PM	12/12/2025	Lee Clemmer (Budget Specialist)	1	
Plan Event	Approval by Sponsored Programs Manager	Not Required		12/11/2025		0	



View Event: Project Budget: Behavior Health  
 Observation Unit Project Budget (Non-Grant) -  
 The County of Galveston

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Plan Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	12/19/2025 02:00:54 PM	12/12/2025	Kenna Pruitt (Accounting Operations Lead)	1	Kenna Pruitt: Budget should be for \$1,277,170.79 to align with BAT-0000451 and as per the attached project change orders with Sovereign Builders. Please revise project budget if possible (I can only approve, not send back), if unable to revise a BA will need to be entered.
Plan Event	Approval by Budget Manager	Approved	12/19/2025 03:04:02 PM	12/21/2025	Diana Huallpa Trevino (Budget Manager)	1	Diana Huallpa Trevino: Revision is needed per the A.O.
Plan Event	Approval by Finance Executive	Approved	12/19/2025 03:08:54 PM	12/21/2025	Christie Motogbe (Finance Executive)	1	



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

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

**\*34.**

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PM 26-02-0116-B

Beach and Parks Department- Consideration of approval to close the completed Bayside Regional Park project and establish the La Salle Park Improvements - Concessions and Jack Brook Park Improvements projects

**Approval History**

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<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/9/26 12:23 pm

---



View Event: Project Budget: La Salle Park  
Improvements-Concessions Building Budget -  
The County of Galveston

04:39 PM  
12/19/2025  
Page 1 of 1

**For** La Salle Park Improvements-Concessions Building Budget - The County of Galveston  
**Overall Process** Project Budget: La Salle Park Improvements-Concessions Building Budget - The County of Galveston  
**Overall Status** In Progress  
**Due Date** 12/18/2025  
**Calendars In Use** Consecutive Days (No Calendars Selected)

Details

**Plan** La Salle Park Improvements-Concessions Building Budget  
**Company** The County of Galveston  
**Plan Structure** Project LTD Budget  
**Plan Name** La Salle Park Improvements-Concessions Building Budget  
**Plan Template** Project LTD Budget : La Salle Park Improvements-Concessions Building Budget  
**Currency** USD  
**Plan Status** In Progress  
**Translation Currency** USD

Period

Plan Period	Original Amount	Amendment Amount	Current Amount
01/05/2026 - 09/30/2027 (La Salle Park Improvements-Concessions Building Budget)	23,137.00	0.00	0.00
<b>Total:</b>	<b>23,137.00</b>	<b>0.00</b>	<b>0.00</b>

La Salle Concessions Building Budget.pdf

**File Name** La Salle Concessions Building Budget.pdf  
**Content Type** application/pdf  
**Updated By** Austin Schumann  
**Upload Date** 12/17/2025 05:14:21 PM  
**Comment**

Process

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Plan Event	Plan Event	Step Completed	12/17/2025 05:14:31 PM	12/18/2025	Austin Schumann	1	
Plan Event	Approval by Cost Center Manager	Approved	12/17/2025 09:13:54 PM	12/19/2025	Julie Walker (Cost Center Manager)	1	
Plan Event	Approval by Budget Specialist	Approved	12/18/2025 08:39:00 AM	12/19/2025	Lee Clemmer (Budget Specialist)	1	
Plan Event	Approval by Sponsored Programs Manager	Not Required		12/18/2025		0	
Plan Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	12/19/2025 01:48:18 PM	12/20/2025	Kenna Pruitt (Accounting Operations Lead)	1	
Plan Event	Approval by Budget Manager	Awaiting Action		12/21/2025	Diana Huallpa Trevino (Budget Manager)	1	

Remaining Process

Click on the button below to review remaining process details.



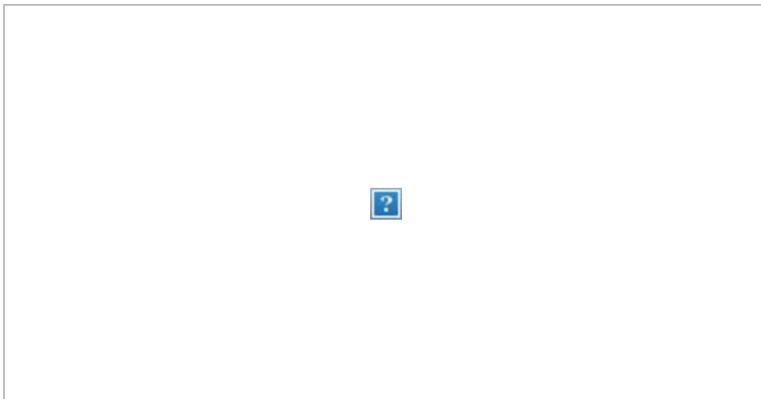
**From:** [Schumann, Austin](#)  
**To:** [Walker, Julie](#); [Gomez, Rodolfo](#)  
**Cc:** [Monterrubbio, Christian](#); [Hualpa, Diana](#); [Lee, Martha](#); [De Los Santos, Gabriela](#)  
**Subject:** RE: 5700000 Capital Outlays account fund 3271 Parks & Open Spaces (\$522,814)  
**Date:** Tuesday, December 16, 2025 10:58:00 AM  
**Attachments:** [image002.png](#)  
[image005.png](#)  
[image006.png](#)  
[image007.png](#)

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Good morning,

Thank you, Julie, for the estimates. We will create projects for these in Workday and assign project budgets, to be approved in Court. To fund this, I will be using the “bayside regional park” budget, which I believe is an old project with unused budget (it was Onesolution 3271-529215). I will let you know when the project worktags are set up and the budgets submitted for approval. Thank you!

Sincerely,



---

**From:** Walker, Julie <Julie.Walker@galvestoncountytexas.gov>  
**Sent:** Tuesday, December 16, 2025 9:09 AM  
**To:** Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytexas.gov>  
**Cc:** Monterrubio, Christian <Christian.Monterrubbio@galvestoncountytexas.gov>; Hualpa, Diana <Diana.Hualpa@galvestoncountytexas.gov>; Lee, Martha <Martha.Lee@co.galveston.tx.us>; De Los Santos, Gabriela <Gabriela.Delossantos@galvestoncountytexas.gov>; Schumann, Austin <Austin.Schumann@galvestoncountytexas.gov>  
**Subject:** RE: 5700000 Capital Outlays account fund 3271 Parks & Open Spaces (\$522,814)

Good Morning,

## **DOG PARK**

Based on the estimates I received here is the cost breakdown:

- Fencing (includes perimeter fencing and small dog/puppy area, plus safety pet entrance/exit enclosure) - \$19,000
- Run Electricity and 2 Power Poles - \$35,000
- Plumbing for water - \$16,000
- Dog Park Elements (includes hoop kit, 3 height single bar jump, Dog A frame, straight dog tunnel) - \$10,000

Total - **\$80,000**

I would like to recommend this project be projected at \$85,000 in case there are some increases in quotes (these are from November) and some shipping charges on the dog park elements may vary.

There will not be one contractor for the dog park. These purchases will be separate from 4 different vendors, so I am not sure if that will affect Austin's breakdown.

## **La Salle Park Concession Building**

Based on the estimate received here is the cost breakdown:

- **Price to replace all 3 doors is: \$8,250**
  - Uninstall, remove, and dispose of three exterior doors on cinderblock building.
  - Provide and install three new outswing units.
    - door frames
    - door slabs
    - exterior trim
    - deadbolts
    - openers
    - keys
    - price is for labor and materials
- **Price to replace roof of entire building (both levels) \$14,887**
  - This includes removal of existing composite shingle.
  - Replace any rotten decking.
  - Go back with 26ga R-panel exposed fastener roof material

Total - **\$23,137**

**There are two more options that can be added to the quote, but Commissioner Apffel wanted to wait on these, as the priority was the door and roof replacement.**

- **option for misc. cornice work (fascia, soffit, siding repair): \$7,680**
- **option to repaint exterior of building: \$6,423**

This work would be done by one vendor.

Please let me know if you need anything else.

Thanks,

Julie



---

**From:** Gomez, Rodolfo <[Rodolfo.Gomez@galvestoncountytexas.gov](mailto:Rodolfo.Gomez@galvestoncountytexas.gov)>

**Sent:** Tuesday, December 16, 2025 8:51 AM

**To:** Walker, Julie <[Julie.Walker@galvestoncountytexas.gov](mailto:Julie.Walker@galvestoncountytexas.gov)>

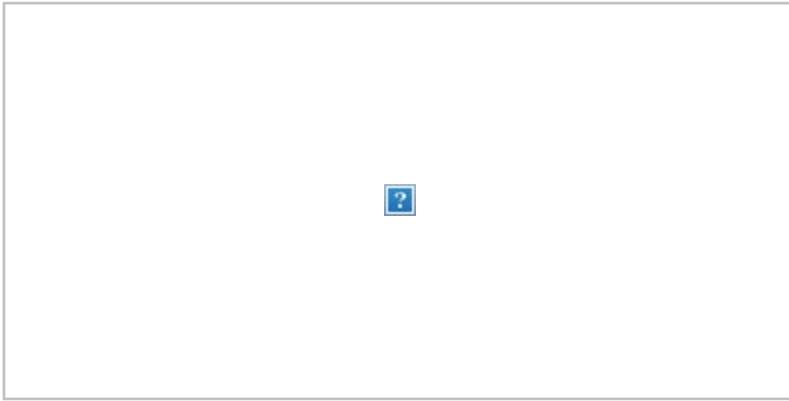
**Cc:** Monterrubio, Christian <[Christian.Monterrubio@galvestoncountytexas.gov](mailto:Christian.Monterrubio@galvestoncountytexas.gov)>; Huallpa, Diana <[Diana.Huallpa@galvestoncountytexas.gov](mailto:Diana.Huallpa@galvestoncountytexas.gov)>; Lee, Martha <[Martha.Lee@co.galveston.tx.us](mailto:Martha.Lee@co.galveston.tx.us)>; De Los Santos, Gabriela <[Gabriela.Delossantos@galvestoncountytexas.gov](mailto:Gabriela.Delossantos@galvestoncountytexas.gov)>; Schumann, Austin <[Austin.Schumann@galvestoncountytexas.gov](mailto:Austin.Schumann@galvestoncountytexas.gov)>

**Subject:** Re: 5700000 Capital Outlays account fund 3271 Parks & Open Spaces (\$522,814)

Hello,

Apologies, I didn't tag Austin in the last email.

Respectfully,



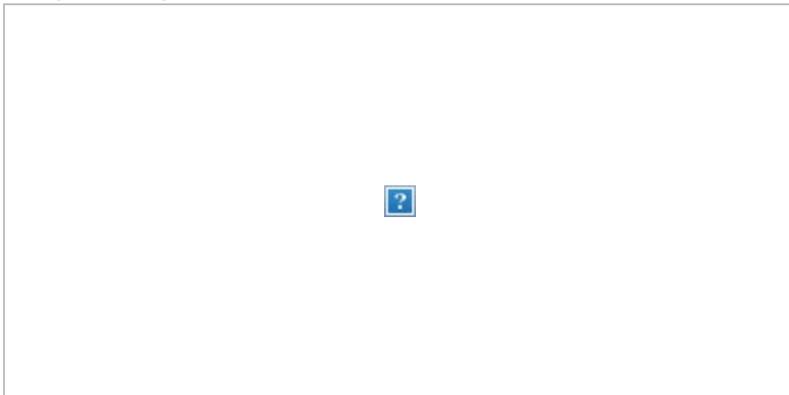
---

**From:** Gomez, Rodolfo <[Rodolfo.Gomez@galvestoncountytx.gov](mailto:Rodolfo.Gomez@galvestoncountytx.gov)>  
**Sent:** Tuesday, December 16, 2025 8:49 AM  
**To:** Walker, Julie <[Julie.Walker@galvestoncountytx.gov](mailto:Julie.Walker@galvestoncountytx.gov)>  
**Cc:** Monterrubio, Christian <[Christian.Monterrubio@galvestoncountytx.gov](mailto:Christian.Monterrubio@galvestoncountytx.gov)>; Huallpa, Diana <[Diana.Huallpa@galvestoncountytx.gov](mailto:Diana.Huallpa@galvestoncountytx.gov)>; Lee, Martha <[Martha.Lee@co.galveston.tx.us](mailto:Martha.Lee@co.galveston.tx.us)>; De Los Santos, Gabriela <[Gabriela.Delossantos@galvestoncountytx.gov](mailto:Gabriela.Delossantos@galvestoncountytx.gov)>  
**Subject:** Re: 5700000 Capital Outlays account fund 3271 Parks & Open Spaces (\$522,814)

Good morning Julie,

Do you have a final cost for these two projects? Also, I'm looping in Austin who will be creating the project modules with the appropriate budget.

Respectfully,



---

**From:** Walker, Julie <[Julie.Walker@galvestoncountytx.gov](mailto:Julie.Walker@galvestoncountytx.gov)>  
**Sent:** Saturday, December 13, 2025 3:26 PM  
**To:** Gomez, Rodolfo <[Rodolfo.Gomez@galvestoncountytx.gov](mailto:Rodolfo.Gomez@galvestoncountytx.gov)>  
**Cc:** Monterrubio, Christian <[Christian.Monterrubio@galvestoncountytx.gov](mailto:Christian.Monterrubio@galvestoncountytx.gov)>; Huallpa, Diana <[Diana.Huallpa@galvestoncountytx.gov](mailto:Diana.Huallpa@galvestoncountytx.gov)>; Lee, Martha <[Martha.Lee@co.galveston.tx.us](mailto:Martha.Lee@co.galveston.tx.us)>  
**Subject:** Re: 5700000 Capital Outlays account fund 3271 Parks & Open Spaces (\$522,814)

Thank you Rodolfo!

This is great news. Looking forward to the update.

Thanks,

Julie

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**From:** Gomez, Rodolfo <[Rodolfo.Gomez@galvestoncountytx.gov](mailto:Rodolfo.Gomez@galvestoncountytx.gov)>  
**Sent:** Friday, December 12, 2025 3:02 PM  
**To:** Walker, Julie <[Julie.Walker@galvestoncountytx.gov](mailto:Julie.Walker@galvestoncountytx.gov)>  
**Cc:** Monterrubio, Christian <[Christian.Monterrubio@galvestoncountytx.gov](mailto:Christian.Monterrubio@galvestoncountytx.gov)>; Huallpa, Diana <[Diana.Huallpa@galvestoncountytx.gov](mailto:Diana.Huallpa@galvestoncountytx.gov)>  
**Subject:** Re: 5700000 Capital Outlays account fund 3271 Parks & Open Spaces (\$522,814)

Good afternoon Julie,

After following up with the Auditors Office, the fund 3271 has sufficient funding. Currently were waiting on confirmation on how the project module will be set-up in this scenario. Once we have a better understanding we'll provide an update. Please let us know if you have any questions.

Respectfully,



---

**From:** Walker, Julie <[Julie.Walker@galvestoncountytx.gov](mailto:Julie.Walker@galvestoncountytx.gov)>  
**Sent:** Tuesday, December 9, 2025 3:51 PM  
**To:** Huallpa, Diana <[Diana.Huallpa@galvestoncountytx.gov](mailto:Diana.Huallpa@galvestoncountytx.gov)>  
**Cc:** Monterrubio, Christian <[Christian.Monterrubio@galvestoncountytx.gov](mailto:Christian.Monterrubio@galvestoncountytx.gov)>; Gomez, Rodolfo <[Rodolfo.Gomez@galvestoncountytx.gov](mailto:Rodolfo.Gomez@galvestoncountytx.gov)>  
**Subject:** RE: 5700000 Capital Outlays account fund 3271 Parks & Open Spaces (\$522,814)

Diana,

I get completely understand and hope things will ease up in the new year.

I appreciate your help and again, just wanted to give you a heads up in case Commissioner Giusti reaches out.

Thank you!

Julie



---

**From:** Huallpa, Diana <[Diana.Huallpa@galvestoncountytx.gov](mailto:Diana.Huallpa@galvestoncountytx.gov)>

**Sent:** Tuesday, December 9, 2025 3:49 PM

**To:** Walker, Julie <[Julie.Walker@galvestoncountytx.gov](mailto:Julie.Walker@galvestoncountytx.gov)>

**Cc:** Monterrubio, Christian <[Christian.Monterrubio@galvestoncountytx.gov](mailto:Christian.Monterrubio@galvestoncountytx.gov)>; Gomez, Rodolfo <[Rodolfo.Gomez@galvestoncountytx.gov](mailto:Rodolfo.Gomez@galvestoncountytx.gov)>

**Subject:** Re: 5700000 Capital Outlays account fund 3271 Parks & Open Spaces (\$522,814)

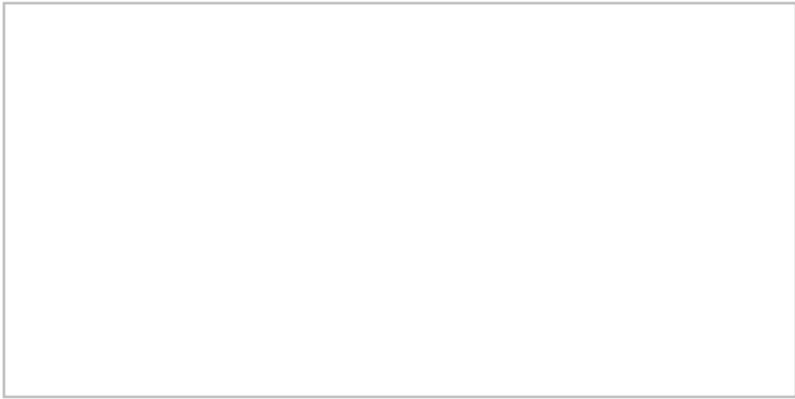
Hi Julie,

Thank you for your email.

Our office has been supporting additional responsibilities and has experienced a significant increase in workload since April; however, I do apologize for the delayed response.

Please note that funds within capital accounts do carry forward. At this time, my team will verify the balance of the account and will provide confirmation to you shortly.

Best,



**From:** Walker, Julie <[Julie.Walker@galvestoncountytx.gov](mailto:Julie.Walker@galvestoncountytx.gov)>  
**Sent:** Tuesday, December 9, 2025 2:16 PM  
**To:** Huallpa, Diana <[Diana.Huallpa@galvestoncountytx.gov](mailto:Diana.Huallpa@galvestoncountytx.gov)>  
**Subject:** 5700000 Capital Outlays account fund 3271 Parks & Open Spaces (\$522,814)

Hi Diana,

We reached out to Gabriela about this account back in October and I was just wondering if these funds were going to be made available soon?

I have been asked by Commissioner Giusti to install a dog park in Jack Brooks Park. The cost is around \$85,000. I explained that I would need a budget amendment since the Capital Outlay account wasn't available and he asked that I email him the account information so he could speak with you. I wanted to give you a heads up before I sent the email to the Commissioner.

If the 3271 funds are available, then no budget amendment is needed and I will pull from that account, along with another project Commissioner Apffel would like me to complete (it's around \$30,000).

Thank you,

Julie

 <p><b>JULIE WALKER</b> Director of Parks &amp; Cultural Services <a href="mailto:Julie.Walker@galvestoncountytx.gov">Julie.Walker@galvestoncountytx.gov</a> 4102 Main Street La Marque, TX 77568</p>	<p><b>GALVESTON COUNTY</b> 409-934-8101</p> 
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View Event: Budget Amendment: - Project  
LTD Budget on 01/05/2026 : BAT-0000465

**For** Budget Amendment: - Project LTD Budget on 01/05/2026 : BAT-0000465  
**Overall Process** Budget Amendment: - Project LTD Budget on 01/05/2026 : BAT-0000465  
**Overall Status** In Progress  
**Due Date** 12/17/2025  
**Calendars In Use** Consecutive Days (No Calendars Selected)

Details

**Budget Amendment** Budget Amendment: - Project LTD Budget on 01/05/2026 : BAT-0000465  
**Company** The County of Galveston  
**Plan Template** Project LTD Budget : Bayside Regional Park Budget  
**Plan** Bayside Regional Park Budget  
**Amendment ID** BAT-0000465  
**Amendment Date** 01/05/2026  
**Description** Remove Bayside Regional Park Budget (completed) to fund new projects  
**Amendment Type** Project Budget Amendment  
**Balanced Amendment** No  
**Status** In Progress  
**Plan Currency** USD

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Spend Category	Revenue Category	*Project	Debit Amount	Credit Amount	Currency Rate	Base Debit Amount	Base Credit Amount	Base Currency	Memo	Exceptions
10/01/2021 - 09/30/2026 (Bayside Regional Park Budget)	5700000:Capital Outlays	522020 Beach and Parks Department	3271 Parks Dept Capital Projects Fund	Parks and Open Space		Bayside Regional Park	\$0.00	\$522,814.54	1	0.00	522,814.54	USD	Remove Bayside Regional Park Budget (completed) to fund new projects	

Removing Old Bayside Project Budget-For New Projects.pdf

**File Name** Removing Old Bayside Project Budget-For New Projects.pdf  
**Content Type** application/pdf  
**Updated By** Austin Schumann  
**Upload Date** 12/16/2025 11:18:49 AM  
**Comment**

Process

Process History



View Event: Budget Amendment: - Project  
LTD Budget on 01/05/2026 : BAT-0000465

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	12/16/2025 11:18:50 AM	12/17/2025	Austin Schumann	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	12/16/2025 03:53:39 PM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		12/17/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	12/19/2025 11:27:04 AM		Kenna Pruitt (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	12/19/2025 03:31:19 PM	12/21/2025	Julie Walker (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Awaiting Action		12/21/2025	Diana Huallpa Trevino (Budget Manager)	1	
<p>Remaining Process</p> <p style="text-align: center;">Click on the button below to review remaining process details.</p>							



**Galveston - Budget vs Actual by Project** ⋮ 



Project/Project Hierarchy [Bayside Regional Park](#) Book [Modified Accrual](#)  
 Period [FY2026 - Dec](#) Plan Structure [Project LTD Budget](#)

5 items



Fund	Cost Center	Project	Program	Ledger Account	Spend Category	Revenue Category	Budget	Actuals (LTD)	Actuals (Current Period)	Commitments	Obligations	Reserved Journals	Actuals, Encumbrances, & Reserved	Budget Remaining	Budget Used (%)
<a href="#">3271 Parks Dept Capital Projects Fund</a>	<a href="#">522020 Beach and Parks Department</a>	<a href="#">Bayside Regional Park</a>	(Blank)	<a href="#">5700000:Capital Outlays</a>	<a href="#">Parks and Open Space</a>	(Blank)	<a href="#">522,814.54</a>	0.00	0.00	0.00	0.00	0.00	0.00	522,814.54	0.00%
Total Revenue							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Expenditures							<a href="#">522,814.54</a>	0.00	0.00	0.00	0.00	0.00	0.00	522,814.54	0.00%
<b>Net Total (Revenue - Expense)</b>							<b>(522,814.54)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>(522,814.54)</b>	<b>0.00%</b>

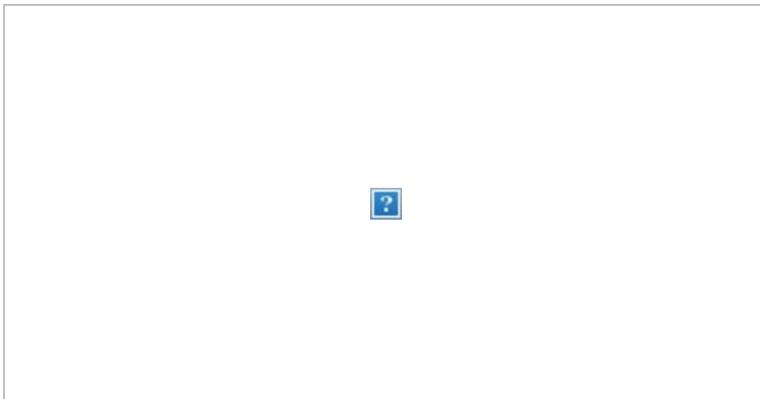
**From:** [Schumann, Austin](#)  
**To:** [Walker, Julie](#); [Gomez, Rodolfo](#)  
**Cc:** [Monterrubio, Christian](#); [Hualpa, Diana](#); [Lee, Martha](#); [De Los Santos, Gabriela](#)  
**Subject:** RE: 5700000 Capital Outlays account fund 3271 Parks & Open Spaces (\$522,814)  
**Date:** Tuesday, December 16, 2025 10:58:00 AM  
**Attachments:** [image002.png](#)  
[image005.png](#)  
[image006.png](#)  
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**From:** Walker, Julie <Julie.Walker@galvestoncountytexas.gov>  
**Sent:** Tuesday, December 16, 2025 9:09 AM  
**To:** Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytexas.gov>  
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Please let me know if you need anything else.

Thanks,

Julie



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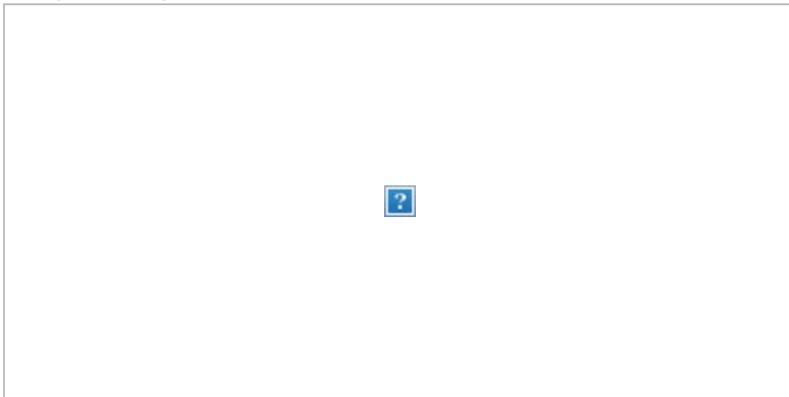
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Thank you Rodolfo!

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Respectfully,



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**Sent:** Tuesday, December 9, 2025 3:51 PM  
**To:** Huallpa, Diana <[Diana.Huallpa@galvestoncountytexas.gov](mailto:Diana.Huallpa@galvestoncountytexas.gov)>  
**Cc:** Monterrubio, Christian <[Christian.Monterrubio@galvestoncountytexas.gov](mailto:Christian.Monterrubio@galvestoncountytexas.gov)>; Gomez, Rodolfo <[Rodolfo.Gomez@galvestoncountytexas.gov](mailto:Rodolfo.Gomez@galvestoncountytexas.gov)>  
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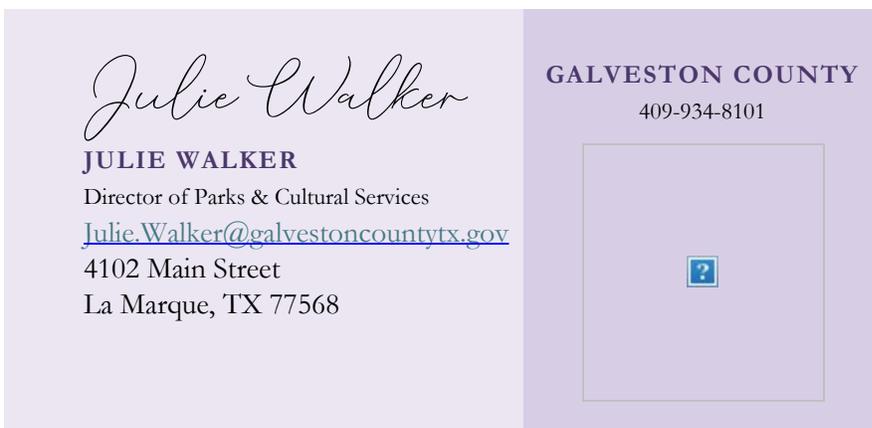
Diana,

I get completely understand and hope things will ease up in the new year.

I appreciate your help and again, just wanted to give you a heads up in case Commissioner Giusti reaches out.

Thank you!

Julie



---

**From:** Huallpa, Diana <[Diana.Huallpa@galvestoncountytx.gov](mailto:Diana.Huallpa@galvestoncountytx.gov)>

**Sent:** Tuesday, December 9, 2025 3:49 PM

**To:** Walker, Julie <[Julie.Walker@galvestoncountytx.gov](mailto:Julie.Walker@galvestoncountytx.gov)>

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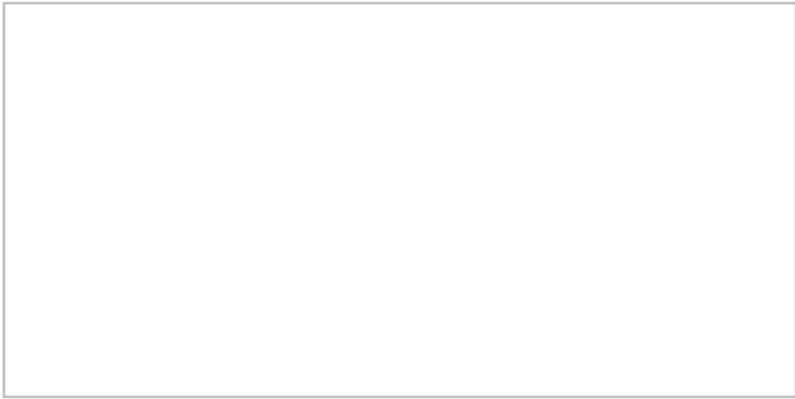
Hi Julie,

Thank you for your email.

Our office has been supporting additional responsibilities and has experienced a significant increase in workload since April; however, I do apologize for the delayed response.

Please note that funds within capital accounts do carry forward. At this time, my team will verify the balance of the account and will provide confirmation to you shortly.

Best,



---

**From:** Walker, Julie <[Julie.Walker@galvestoncountytx.gov](mailto:Julie.Walker@galvestoncountytx.gov)>  
**Sent:** Tuesday, December 9, 2025 2:16 PM  
**To:** Huallpa, Diana <[Diana.Huallpa@galvestoncountytx.gov](mailto:Diana.Huallpa@galvestoncountytx.gov)>  
**Subject:** 5700000 Capital Outlays account fund 3271 Parks & Open Spaces (\$522,814)

Hi Diana,

We reached out to Gabriela about this account back in October and I was just wondering if these funds were going to be made available soon?

I have been asked by Commissioner Giusti to install a dog park in Jack Brooks Park. The cost is around \$85,000. I explained that I would need a budget amendment since the Capital Outlay account wasn't available and he asked that I email him the account information so he could speak with you. I wanted to give you a heads up before I sent the email to the Commissioner.

If the 3271 funds are available, then no budget amendment is needed and I will pull from that account, along with another project Commissioner Apffel would like me to complete (it's around \$30,000).

Thank you,

Julie

*Julie Walker*  
**JULIE WALKER**  
Director of Parks & Cultural Services  
[Julie.Walker@galvestoncountytx.gov](mailto:Julie.Walker@galvestoncountytx.gov)  
4102 Main Street  
La Marque, TX 77568

**GALVESTON COUNTY**  
409-934-8101

---



View Event: Project Budget: Jack Brook Park  
Improvements-Dog Park Budget - The County  
of Galveston

04:40 PM  
12/19/2025  
Page 1 of 1

**For** Jack Brook Park Improvements-Dog Park Budget - The County of Galveston  
**Overall Process** Project Budget: Jack Brook Park Improvements-Dog Park Budget - The County of Galveston  
**Overall Status** In Progress  
**Due Date** 12/18/2025  
**Calendars In Use** Consecutive Days (No Calendars Selected)

Details

**Plan** Jack Brook Park Improvements-Dog Park Budget  
**Company** The County of Galveston  
**Plan Structure** Project LTD Budget  
**Plan Name** Jack Brook Park Improvements-Dog Park Budget  
**Plan Template** Project LTD Budget : Jack Brook Park Improvements-Dog Park Budget  
**Currency** USD  
**Plan Status** In Progress  
**Translation Currency** USD

Period

Plan Period	Original Amount	Amendment Amount	Current Amount
01/05/2026 - 09/30/2027 (Jack Brook Park Improvements-Dog Park Budget)	85,000.00	0.00	0.00
<b>Total:</b>	<b>85,000.00</b>	<b>0.00</b>	<b>0.00</b>

Jack Brook Park Dog Park Budget.pdf

**File Name** Jack Brook Park Dog Park Budget.pdf  
**Content Type** application/pdf  
**Updated By** Austin Schumann  
**Upload Date** 12/17/2025 05:11:59 PM  
**Comment**

Process

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Plan Event	Plan Event	Step Completed	12/17/2025 05:12:09 PM	12/18/2025	Austin Schumann	1	
Plan Event	Approval by Cost Center Manager	Approved	12/17/2025 09:14:08 PM	12/19/2025	Julie Walker (Cost Center Manager)	1	
Plan Event	Approval by Budget Specialist	Approved	12/18/2025 08:39:11 AM	12/19/2025	Lee Clemmer (Budget Specialist)	1	
Plan Event	Approval by Sponsored Programs Manager	Not Required		12/18/2025		0	
Plan Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	12/19/2025 01:47:02 PM	12/20/2025	Kenna Pruitt (Accounting Operations Lead)	1	
Plan Event	Approval by Budget Manager	Awaiting Action		12/21/2025	Diana Huallpa Trevino (Budget Manager)	1	

Remaining Process

Click on the button below to review remaining process details.



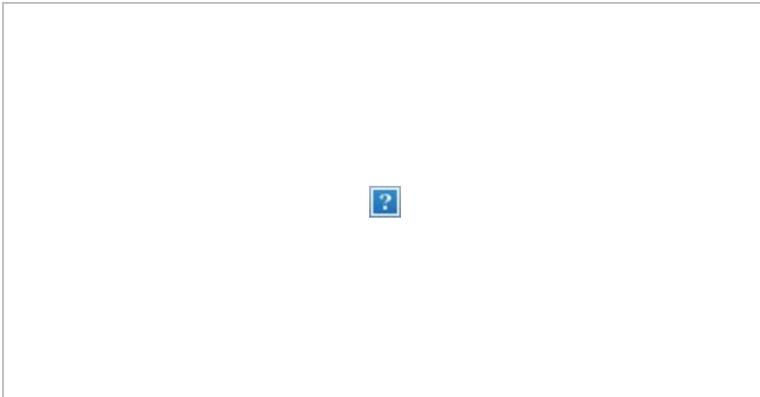
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**Date:** Tuesday, December 16, 2025 10:58:00 AM  
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Please let me know if you need anything else.

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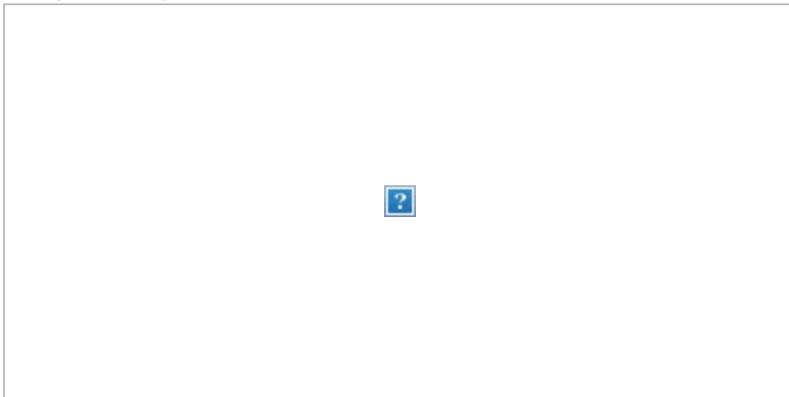
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Respectfully,



---

**From:** Walker, Julie <[Julie.Walker@galvestoncountytx.gov](mailto:Julie.Walker@galvestoncountytx.gov)>  
**Sent:** Tuesday, December 9, 2025 3:51 PM  
**To:** Huallpa, Diana <[Diana.Huallpa@galvestoncountytx.gov](mailto:Diana.Huallpa@galvestoncountytx.gov)>  
**Cc:** Monterrubio, Christian <[Christian.Monterrubio@galvestoncountytx.gov](mailto:Christian.Monterrubio@galvestoncountytx.gov)>; Gomez, Rodolfo <[Rodolfo.Gomez@galvestoncountytx.gov](mailto:Rodolfo.Gomez@galvestoncountytx.gov)>  
**Subject:** RE: 5700000 Capital Outlays account fund 3271 Parks & Open Spaces (\$522,814)

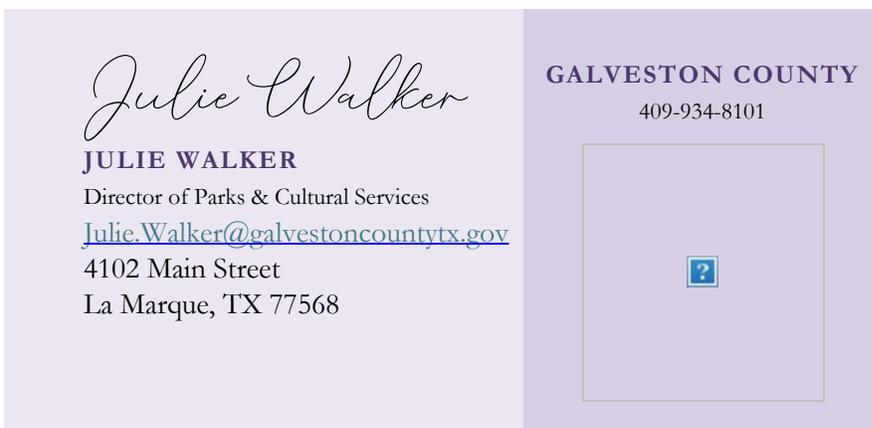
Diana,

I get completely understand and hope things will ease up in the new year.

I appreciate your help and again, just wanted to give you a heads up in case Commissioner Giusti reaches out.

Thank you!

Julie



---

**From:** Huallpa, Diana <[Diana.Huallpa@galvestoncountytexas.gov](mailto:Diana.Huallpa@galvestoncountytexas.gov)>  
**Sent:** Tuesday, December 9, 2025 3:49 PM  
**To:** Walker, Julie <[Julie.Walker@galvestoncountytexas.gov](mailto:Julie.Walker@galvestoncountytexas.gov)>  
**Cc:** Monterrubio, Christian <[Christian.Monterrubio@galvestoncountytexas.gov](mailto:Christian.Monterrubio@galvestoncountytexas.gov)>; Gomez, Rodolfo <[Rodolfo.Gomez@galvestoncountytexas.gov](mailto:Rodolfo.Gomez@galvestoncountytexas.gov)>  
**Subject:** Re: 5700000 Capital Outlays account fund 3271 Parks & Open Spaces (\$522,814)

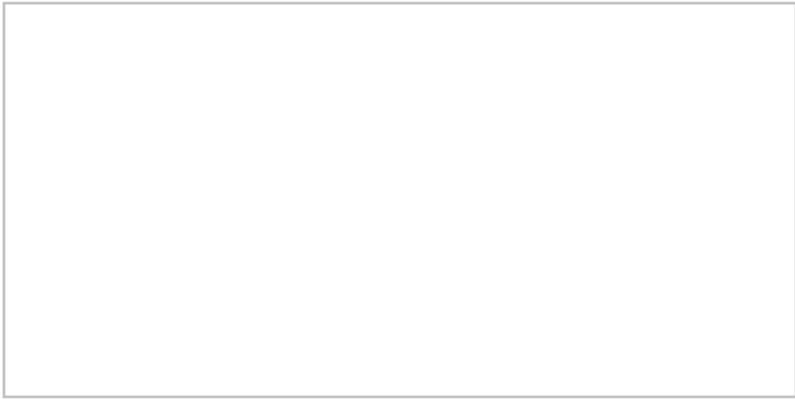
Hi Julie,

Thank you for your email.

Our office has been supporting additional responsibilities and has experienced a significant increase in workload since April; however, I do apologize for the delayed response.

Please note that funds within capital accounts do carry forward. At this time, my team will verify the balance of the account and will provide confirmation to you shortly.

Best,



**From:** Walker, Julie <[Julie.Walker@galvestoncountytx.gov](mailto:Julie.Walker@galvestoncountytx.gov)>  
**Sent:** Tuesday, December 9, 2025 2:16 PM  
**To:** Huallpa, Diana <[Diana.Huallpa@galvestoncountytx.gov](mailto:Diana.Huallpa@galvestoncountytx.gov)>  
**Subject:** 5700000 Capital Outlays account fund 3271 Parks & Open Spaces (\$522,814)

Hi Diana,

We reached out to Gabriela about this account back in October and I was just wondering if these funds were going to be made available soon?

I have been asked by Commissioner Giusti to install a dog park in Jack Brooks Park. The cost is around \$85,000. I explained that I would need a budget amendment since the Capital Outlay account wasn't available and he asked that I email him the account information so he could speak with you. I wanted to give you a heads up before I sent the email to the Commissioner.

If the 3271 funds are available, then no budget amendment is needed and I will pull from that account, along with another project Commissioner Apffel would like me to complete (it's around \$30,000).

Thank you,

Julie

*Julie Walker*  
**JULIE WALKER**  
Director of Parks & Cultural Services  
[Julie.Walker@galvestoncountytx.gov](mailto:Julie.Walker@galvestoncountytx.gov)  
4102 Main Street  
La Marque, TX 77568

**GALVESTON COUNTY**  
409-934-8101

---



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**\*35.**

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PM 26-03-0116-C

Road & Bridge Department- Consideration of approval for Port Bolivar Frenchtown Road improvements project budget

### Approval History

---

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	1/9/26 12:30 pm

---



View Event: Project Budget: Port Bolivar  
 Frenchtown Road Improvements Budget - The  
 County of Galveston

**For** Port Bolivar Frenchtown Road Improvements Budget - The County of Galveston  
**Overall Process** Project Budget: Port Bolivar Frenchtown Road Improvements Budget - The County of Galveston  
**Overall Status** In Progress  
**Due Date** 12/20/2025  
**Calendars In Use** Consecutive Days (No Calendars Selected)

Details

**Plan** Port Bolivar Frenchtown Road Improvements Budget  
**Company** The County of Galveston  
**Plan Structure** Project LTD Budget  
**Plan Name** Port Bolivar Frenchtown Road Improvements Budget  
**Plan Template** Project LTD Budget : Port Bolivar Frenchtown Road Improvements Budget  
**Currency** USD  
**Plan Status** In Progress  
**Translation Currency** USD

Period

Plan Period	Original Amount	Amendment Amount	Current Amount
01/05/2026 - 09/30/2027 (Port Bolivar Frenchtown Road Improvements Budget)	0.00	0.00	0.00
<b>Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Frenchtown Road Budget.pdf

**File Name** Frenchtown Road Budget.pdf  
**Content Type** application/pdf  
**Updated By** Austin Schumann  
**Upload Date** 12/19/2025 01:30:34 PM  
**Comment**

Process

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Plan Event	Plan Event	Step Completed	12/19/2025 01:30:43 PM	12/20/2025	Austin Schumann	1	
Plan Event	Approval by Cost Center Manager	Approved	12/19/2025 02:34:06 PM	12/21/2025	Zachary Smith (Cost Center Manager)	1	
Plan Event	Approval by Budget Specialist	Approved	12/19/2025 02:50:28 PM	12/21/2025	Lee Clemmer (Budget Specialist)	1	
Plan Event	Approval by Sponsored Programs Manager	Not Required		12/20/2025		0	
Plan Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	12/19/2025 02:55:46 PM	12/21/2025	Kenna Pruitt (Accounting Operations Lead)	1	
Plan Event	Approval by Budget Manager	Awaiting Action		12/21/2025	Diana Huallpa Trevino (Budget Manager)	1	

Remaining Process

Click on the button below to review remaining process details.



**From:** [Pruitt, Kenna](#)  
**To:** [Schumann, Austin](#)  
**Subject:** FW: [EXTERNAL]RE: Quote request for services  
**Date:** Wednesday, December 17, 2025 5:14:02 PM  
**Attachments:** [image001.jpg](#)  
[image002.png](#)  
[image003.jpg](#)  
[Outlook-px0pd0dt.png](#)

---

Hi Austin,

Please see below for additional information for the Frenchtown Road Improvements project.

We will need to use spend category Road Construction (under Capital Outlays ledger account) and revenue category Transfer from GOMESA for this project budget. The revenue category 'Transfer from GOMESA' will be new so I will be putting in a request for Jordan to add it. I'll let you know as soon as completed.

Thank you,

Kenna Pruitt  
Manager – Grant Accounting & Financial Reporting  
County Auditor's Office  
409-770-5575

---

**From:** Monterrubio, Christian <Christian.Monterrubio@galvestoncountytexas.gov>  
**Sent:** Wednesday, December 17, 2025 10:59 AM  
**To:** Smith, Zachary <Zachary.Smith@co.galveston.tx.us>  
**Cc:** Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytexas.gov>; Wallace, Tiffany <Tiffany.Wallace@co.galveston.tx.us>; Shannon, Michael <Michael.Shannon@co.galveston.tx.us>; Cruz, Sergio <Sergio.Cruz@galvestoncountytexas.gov>; Comeaux, William <William.Comeaux@co.galveston.tx.us>; Huallpa, Diana <Diana.Huallpa@galvestoncountytexas.gov>; Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytexas.gov>; Pruitt, Kenna <Kenna.Pruitt@galvestoncountytexas.gov>  
**Subject:** Re: [EXTERNAL]RE: Quote request for services

Hi Zach,

Thank you for the information. We've reviewed it and will begin the Budget Amendment process.

We'll be sure to reach out if we need any additional information as we move forward.

Thank you again!



---

**From:** Smith, Zachary <[Zachary.Smith@co.galveston.tx.us](mailto:Zachary.Smith@co.galveston.tx.us)>  
**Sent:** Wednesday, December 17, 2025 10:36 AM  
**To:** Monterrubio, Christian <[Christian.Monterrubio@galvestoncountytexas.gov](mailto:Christian.Monterrubio@galvestoncountytexas.gov)>  
**Cc:** Gomez, Rodolfo <[Rodolfo.Gomez@galvestoncountytexas.gov](mailto:Rodolfo.Gomez@galvestoncountytexas.gov)>; Wallace, Tiffany <[Tiffany.Wallace@co.galveston.tx.us](mailto:Tiffany.Wallace@co.galveston.tx.us)>; Shannon, Michael <[Michael.Shannon@co.galveston.tx.us](mailto:Michael.Shannon@co.galveston.tx.us)>; Cruz, Sergio <[Sergio.Cruz@galvestoncountytexas.gov](mailto:Sergio.Cruz@galvestoncountytexas.gov)>; Comeaux, William <[William.Comeaux@co.galveston.tx.us](mailto:William.Comeaux@co.galveston.tx.us)>; Huallpa, Diana <[Diana.Huallpa@galvestoncountytexas.gov](mailto:Diana.Huallpa@galvestoncountytexas.gov)>; Motogbe, Christie J <[ChristieJ.Motogbe@galvestoncountytexas.gov](mailto:ChristieJ.Motogbe@galvestoncountytexas.gov)>; Pruitt, Kenna <[Kenna.Pruitt@galvestoncountytexas.gov](mailto:Kenna.Pruitt@galvestoncountytexas.gov)>  
**Subject:** Re: [EXTERNAL]RE: Quote request for services

Christian,

We reviewed our materials and contract costs and have a final request of \$480,000, this includes a 10% contingency.

V/R,

**Zachary Smith**

*Road Administrator*



5115 Hwy 3

Dickinson TX, 775539

O-281-534-4152

C-409-682-2650

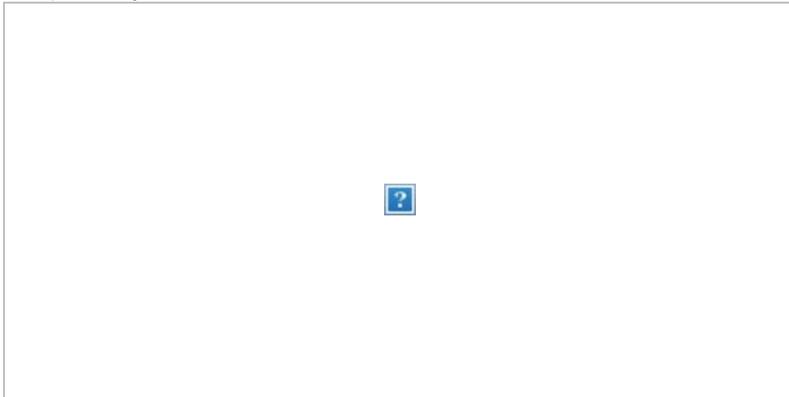
---

**From:** Monterrubio, Christian <[Christian.Monterrubio@galvestoncountytexas.gov](mailto:Christian.Monterrubio@galvestoncountytexas.gov)>  
**Sent:** Monday, December 15, 2025 3:42 PM  
**To:** Smith, Zachary <[Zachary.Smith@co.galveston.tx.us](mailto:Zachary.Smith@co.galveston.tx.us)>  
**Cc:** Gomez, Rodolfo <[Rodolfo.Gomez@galvestoncountytexas.gov](mailto:Rodolfo.Gomez@galvestoncountytexas.gov)>; Wallace, Tiffany <[Tiffany.Wallace@co.galveston.tx.us](mailto:Tiffany.Wallace@co.galveston.tx.us)>; Shannon, Michael <[Michael.Shannon@co.galveston.tx.us](mailto:Michael.Shannon@co.galveston.tx.us)>; Cruz, Sergio <[Sergio.Cruz@galvestoncountytexas.gov](mailto:Sergio.Cruz@galvestoncountytexas.gov)>; Comeaux, William <[William.Comeaux@co.galveston.tx.us](mailto:William.Comeaux@co.galveston.tx.us)>; Huallpa, Diana <[Diana.Huallpa@galvestoncountytexas.gov](mailto:Diana.Huallpa@galvestoncountytexas.gov)>; Motogbe, Christie J <[ChristieJ.Motogbe@galvestoncountytexas.gov](mailto:ChristieJ.Motogbe@galvestoncountytexas.gov)>; Pruitt, Kenna <[Kenna.Pruitt@galvestoncountytexas.gov](mailto:Kenna.Pruitt@galvestoncountytexas.gov)>  
**Subject:** Re: [EXTERNAL]RE: Quote request for services

Hi Zach,

That sounds good, thank you. As long as you're able to send the final figures by that day before 5:00 PM, we should be able to include the item on that Commissioners Court agenda.

Respectfully,



---

**From:** Smith, Zachary <[Zachary.Smith@co.galveston.tx.us](mailto:Zachary.Smith@co.galveston.tx.us)>  
**Sent:** Monday, December 15, 2025 3:32 PM  
**To:** Monterrubio, Christian <[Christian.Monterrubio@galvestoncountytexas.gov](mailto:Christian.Monterrubio@galvestoncountytexas.gov)>  
**Cc:** Gomez, Rodolfo <[Rodolfo.Gomez@galvestoncountytexas.gov](mailto:Rodolfo.Gomez@galvestoncountytexas.gov)>; Wallace, Tiffany <[Tiffany.Wallace@co.galveston.tx.us](mailto:Tiffany.Wallace@co.galveston.tx.us)>; Shannon, Michael <[Michael.Shannon@co.galveston.tx.us](mailto:Michael.Shannon@co.galveston.tx.us)>; Cruz, Sergio <[Sergio.Cruz@galvestoncountytexas.gov](mailto:Sergio.Cruz@galvestoncountytexas.gov)>; Comeaux, William <[William.Comeaux@co.galveston.tx.us](mailto:William.Comeaux@co.galveston.tx.us)>; Huallpa, Diana <[Diana.Huallpa@galvestoncountytexas.gov](mailto:Diana.Huallpa@galvestoncountytexas.gov)>; Motogbe, Christie J <[ChristieJ.Motogbe@galvestoncountytexas.gov](mailto:ChristieJ.Motogbe@galvestoncountytexas.gov)>; Pruitt, Kenna <[Kenna.Pruitt@galvestoncountytexas.gov](mailto:Kenna.Pruitt@galvestoncountytexas.gov)>  
**Subject:** Re: [EXTERNAL]RE: Quote request for services

Christian,

Thank you for the update. The project worktag name is appropriate. We will perform a final review of all contract and force construction costs, and follow up with you prior to

the Dec 17<sup>th</sup> budget amendment deadline.

V/R,

## Zachary Smith

*Road Administrator*



5115 Hwy 3

Dickinson TX, 775539

O-281-534-4152

C-409-682-2650

---

**From:** Monterrubio, Christian <[Christian.Monterrubio@galvestoncountytx.gov](mailto:Christian.Monterrubio@galvestoncountytx.gov)>

**Sent:** Monday, December 15, 2025 2:55 PM

**To:** Smith, Zachary <[Zachary.Smith@co.galveston.tx.us](mailto:Zachary.Smith@co.galveston.tx.us)>

**Cc:** Gomez, Rodolfo <[Rodolfo.Gomez@galvestoncountytx.gov](mailto:Rodolfo.Gomez@galvestoncountytx.gov)>; Wallace, Tiffany <[Tiffany.Wallace@co.galveston.tx.us](mailto:Tiffany.Wallace@co.galveston.tx.us)>; Shannon, Michael <[Michael.Shannon@co.galveston.tx.us](mailto:Michael.Shannon@co.galveston.tx.us)>; Cruz, Sergio <[Sergio.Cruz@galvestoncountytx.gov](mailto:Sergio.Cruz@galvestoncountytx.gov)>; Comeaux, William <[William.Comeaux@co.galveston.tx.us](mailto:William.Comeaux@co.galveston.tx.us)>; Huallpa, Diana <[Diana.Huallpa@galvestoncountytx.gov](mailto:Diana.Huallpa@galvestoncountytx.gov)>; Motogbe, Christie J <[ChristieJ.Motogbe@galvestoncountytx.gov](mailto:ChristieJ.Motogbe@galvestoncountytx.gov)>; Pruitt, Kenna <[Kenna.Pruitt@galvestoncountytx.gov](mailto:Kenna.Pruitt@galvestoncountytx.gov)>

**Subject:** Re: [EXTERNAL]RE: Quote request for services

Good afternoon Zach,

I wanted to provide a quick update regarding the funding setup for the Frenchtown Road Improvements project.

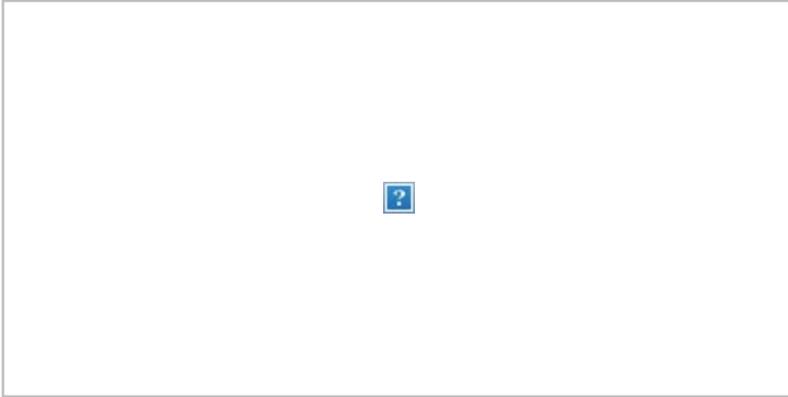
Based on coordination with the Auditor's office, the funds will be transferred into Capital Project Fund 3100 and accounted for through the Projects Module. Our office will process the operating budget entry from Fund 1209 (GOMESA), and the AO office will handle the budget entry within the Projects Module for Fund 3100.

The proposed project worktag name is "Frenchtown Road Improvements." Please let me know if you have any concerns or would prefer a different project name before it is finalized.

We are planning to take the related budget amendment to the 01/05 Commissioner's Court. Before we proceed, please confirm the total funding amount needed for the project. I understand the initial estimate was \$550,000, but we would like to confirm the final amount to ensure the budget amendment is prepared accurately.

Please let me know if you have any questions or need anything further from our side.

Respectfully,



---

**From:** Smith, Zachary <[Zachary.Smith@co.galveston.tx.us](mailto:Zachary.Smith@co.galveston.tx.us)>  
**Sent:** Monday, December 8, 2025 1:16 PM  
**To:** Monterrubio, Christian <[Christian.Monterrubio@galvestoncountytexas.gov](mailto:Christian.Monterrubio@galvestoncountytexas.gov)>  
**Cc:** Gomez, Rodolfo <[Rodolfo.Gomez@galvestoncountytexas.gov](mailto:Rodolfo.Gomez@galvestoncountytexas.gov)>; Wallace, Tiffany <[Tiffany.Wallace@co.galveston.tx.us](mailto:Tiffany.Wallace@co.galveston.tx.us)>; Shannon, Michael <[Michael.Shannon@co.galveston.tx.us](mailto:Michael.Shannon@co.galveston.tx.us)>; Cruz, Sergio <[Sergio.Cruz@galvestoncountytexas.gov](mailto:Sergio.Cruz@galvestoncountytexas.gov)>; Comeaux, William <[William.Comeaux@co.galveston.tx.us](mailto:William.Comeaux@co.galveston.tx.us)>; Huallpa, Diana <[Diana.Huallpa@galvestoncountytexas.gov](mailto:Diana.Huallpa@galvestoncountytexas.gov)>  
**Subject:** Re: [EXTERNAL]RE: Quote request for services

Christian,

The environmental permit (Nationwide Permit 14) from U.S. Army Corps of Engineers (USACE) will take an estimated 5-9 months from submission of application to award of permit. It would be best for us to start this process in January. Once we have the permit we can begin construction. We are projecting force labor to start the roadway improvements in August 2026 and completing by the end of that same month. If circumstances arise that prevents us from starting in August or completing no later than October, then we would have to wait until May of 2027 for favorable weather conditions in order to perform these roadway improvements.

The one caveat is the nationwide permit is set to renew on March 14, 2026. It is unknown at this time if USACE will change the requirements for permitting requiring a second

submission, or if a submission will continue to be reviewed for approval if turned in prior to March 14, 2026.

Our proposed environmental consultant that will be applying for the permit on our behalf and coordinating compliance during the project has submitted a proposed cost of \$19,520.00. I don't know what everyone's thoughts are on how the budget amendment would take place, but would it be a good idea to start with an amendment to cover the cost of the permit, and once secured get another budget amendment done to cover the costs of construction and improvements?

V/R,

**Zachary Smith**

*Road Administrator*



5115 Hwy 3

Dickinson TX, 775539

O-281-534-4152

C-409-682-2650

---

**From:** Monterrubio, Christian <[Christian.Monterrubio@galvestoncountytexas.gov](mailto:Christian.Monterrubio@galvestoncountytexas.gov)>

**Sent:** Monday, December 8, 2025 10:25 AM

**To:** Smith, Zachary <[Zachary.Smith@co.galveston.tx.us](mailto:Zachary.Smith@co.galveston.tx.us)>

**Cc:** Gomez, Rodolfo <[Rodolfo.Gomez@galvestoncountytexas.gov](mailto:Rodolfo.Gomez@galvestoncountytexas.gov)>; Wallace, Tiffany <[Tiffany.Wallace@co.galveston.tx.us](mailto:Tiffany.Wallace@co.galveston.tx.us)>; Shannon, Michael <[Michael.Shannon@co.galveston.tx.us](mailto:Michael.Shannon@co.galveston.tx.us)>; Cruz, Sergio <[Sergio.Cruz@galvestoncountytexas.gov](mailto:Sergio.Cruz@galvestoncountytexas.gov)>; Comeaux, William <[William.Comeaux@co.galveston.tx.us](mailto:William.Comeaux@co.galveston.tx.us)>; Huallpa, Diana <[Diana.Huallpa@galvestoncountytexas.gov](mailto:Diana.Huallpa@galvestoncountytexas.gov)>

**Subject:** Re: [EXTERNAL]RE: Quote request for services

Good afternoon Zach,

I hope you're doing well.

I wanted to follow up regarding the project and check on the expected timeline. Could you please let me know how long you anticipate it will take to finalize everything?

Respectfully,



---

**From:** Huallpa, Diana <[Diana.Huallpa@galvestoncountytexas.gov](mailto:Diana.Huallpa@galvestoncountytexas.gov)>

**Sent:** Monday, November 3, 2025 2:44 PM

**To:** Smith, Zachary <[Zachary.Smith@co.galveston.tx.us](mailto:Zachary.Smith@co.galveston.tx.us)>

**Cc:** Monterrubio, Christian <[Christian.Monterrubio@galvestoncountytexas.gov](mailto:Christian.Monterrubio@galvestoncountytexas.gov)>; Gomez, Rodolfo <[Rodolfo.Gomez@galvestoncountytexas.gov](mailto:Rodolfo.Gomez@galvestoncountytexas.gov)>; Wallace, Tiffany <[Tiffany.Wallace@co.galveston.tx.us](mailto:Tiffany.Wallace@co.galveston.tx.us)>; Shannon, Michael <[Michael.Shannon@co.galveston.tx.us](mailto:Michael.Shannon@co.galveston.tx.us)>; Cruz, Sergio <[Sergio.Cruz@galvestoncountytexas.gov](mailto:Sergio.Cruz@galvestoncountytexas.gov)>; Comeaux, William <[William.Comeaux@co.galveston.tx.us](mailto:William.Comeaux@co.galveston.tx.us)>

**Subject:** Re: [EXTERNAL]RE: Quote request for services

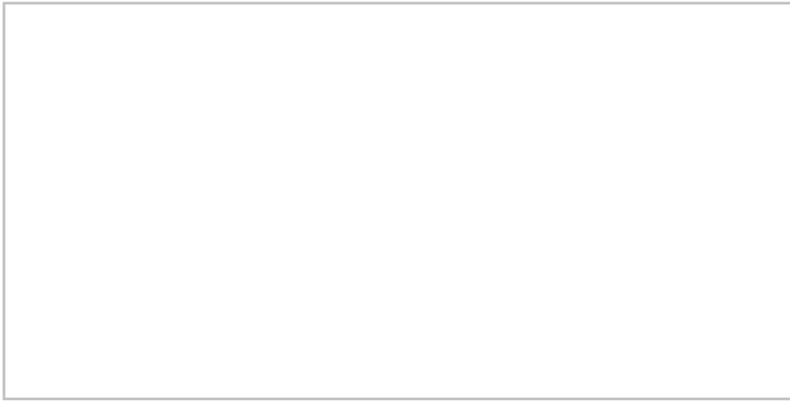
Good afternoon Zach,

As Christian mentioned, our office and the Auditor's Office have reviewed this project, and it appears to be eligible for GOMESA funding. In the coming days, Rodolfo Gomez, Budget Manager, will contact you if we need any additional information to set up the project in WD and process the required BA.

Please let us know if you have any questions.

Thank you.

Best,



---

**From:** Comeaux, William <[William.Comeaux@co.galveston.tx.us](mailto:William.Comeaux@co.galveston.tx.us)>  
**Sent:** Friday, October 31, 2025 11:38 AM  
**To:** Monterrubio, Christian <[Christian.Monterrubio@galvestoncountytexas.gov](mailto:Christian.Monterrubio@galvestoncountytexas.gov)>; Smith, Zachary <[Zachary.Smith@co.galveston.tx.us](mailto:Zachary.Smith@co.galveston.tx.us)>  
**Cc:** Huallpa, Diana <[Diana.Huallpa@galvestoncountytexas.gov](mailto:Diana.Huallpa@galvestoncountytexas.gov)>; Gomez, Rodolfo <[Rodolfo.Gomez@galvestoncountytexas.gov](mailto:Rodolfo.Gomez@galvestoncountytexas.gov)>; Wallace, Tiffany <[Tiffany.Wallace@co.galveston.tx.us](mailto:Tiffany.Wallace@co.galveston.tx.us)>; Shannon, Michael <[Michael.Shannon@co.galveston.tx.us](mailto:Michael.Shannon@co.galveston.tx.us)>; Cruz, Sergio <[Sergio.Cruz@galvestoncountytexas.gov](mailto:Sergio.Cruz@galvestoncountytexas.gov)>  
**Subject:** Re: [EXTERNAL]RE: Quote request for services

Great, thanks for the update.

Get [Outlook for iOS](#)

---

**From:** Monterrubio, Christian <[Christian.Monterrubio@galvestoncountytexas.gov](mailto:Christian.Monterrubio@galvestoncountytexas.gov)>  
**Sent:** Friday, October 31, 2025 11:38:16 AM  
**To:** Comeaux, William <[William.Comeaux@co.galveston.tx.us](mailto:William.Comeaux@co.galveston.tx.us)>; Smith, Zachary <[Zachary.Smith@co.galveston.tx.us](mailto:Zachary.Smith@co.galveston.tx.us)>  
**Cc:** Huallpa, Diana <[Diana.Huallpa@galvestoncountytexas.gov](mailto:Diana.Huallpa@galvestoncountytexas.gov)>; Gomez, Rodolfo <[Rodolfo.Gomez@galvestoncountytexas.gov](mailto:Rodolfo.Gomez@galvestoncountytexas.gov)>; Wallace, Tiffany <[Tiffany.Wallace@co.galveston.tx.us](mailto:Tiffany.Wallace@co.galveston.tx.us)>; Shannon, Michael <[Michael.Shannon@co.galveston.tx.us](mailto:Michael.Shannon@co.galveston.tx.us)>; Cruz, Sergio <[Sergio.Cruz@galvestoncountytexas.gov](mailto:Sergio.Cruz@galvestoncountytexas.gov)>  
**Subject:** Re: [EXTERNAL]RE: Quote request for services

Good morning William,

Yes, this is currently under review by our office and the Auditor's Office. I had a call with Zach this morning to get clarification on a few questions we had. We should be able to get back to you all with directions on how to move forward by EOD today or early next week.

Thank you!



---

**From:** Comeaux, William <[William.Comeaux@co.galveston.tx.us](mailto:William.Comeaux@co.galveston.tx.us)>  
**Sent:** Friday, October 31, 2025 7:50 AM  
**To:** Monterrubio, Christian <[Christian.Monterrubio@galvestoncountytexas.gov](mailto:Christian.Monterrubio@galvestoncountytexas.gov)>; Smith, Zachary <[Zachary.Smith@co.galveston.tx.us](mailto:Zachary.Smith@co.galveston.tx.us)>  
**Cc:** Huallpa, Diana <[Diana.Huallpa@galvestoncountytexas.gov](mailto:Diana.Huallpa@galvestoncountytexas.gov)>; Gomez, Rodolfo <[Rodolfo.Gomez@galvestoncountytexas.gov](mailto:Rodolfo.Gomez@galvestoncountytexas.gov)>; Wallace, Tiffany <[Tiffany.Wallace@co.galveston.tx.us](mailto:Tiffany.Wallace@co.galveston.tx.us)>; Shannon, Michael <[Michael.Shannon@co.galveston.tx.us](mailto:Michael.Shannon@co.galveston.tx.us)>  
**Subject:** RE: [EXTERNAL]RE: Quote request for services

Good morning Christian,

Has anyone had a chance to begin to the review this yet? Commissioner Giusti mentioned the potential project to the residents of Bolivar Peninsula this week, so we want to be on top of the latest information regarding the possibility of using GOMESA funds and the likelihood of this project happening.

We appreciate your time,



William Comeaux  
Regional Operations Manager – Bolivar Peninsula  
Galveston County Road & Bridge – Parks and Cultural Services  
[William.comeaux@galvestoncountytexas.gov](mailto:William.comeaux@galvestoncountytexas.gov)  
409-789-2217

---

**From:** Monterrubio, Christian <[Christian.Monterrubio@galvestoncountytexas.gov](mailto:Christian.Monterrubio@galvestoncountytexas.gov)>  
**Sent:** Tuesday, October 14, 2025 9:06 AM  
**To:** Smith, Zachary <[Zachary.Smith@co.galveston.tx.us](mailto:Zachary.Smith@co.galveston.tx.us)>  
**Cc:** Huallpa, Diana <[Diana.Huallpa@galvestoncountytexas.gov](mailto:Diana.Huallpa@galvestoncountytexas.gov)>; Comeaux, William <[William.Comeaux@co.galveston.tx.us](mailto:William.Comeaux@co.galveston.tx.us)>; Gomez, Rodolfo <[Rodolfo.Gomez@galvestoncountytexas.gov](mailto:Rodolfo.Gomez@galvestoncountytexas.gov)>; Wallace, Tiffany <[Tiffany.Wallace@co.galveston.tx.us](mailto:Tiffany.Wallace@co.galveston.tx.us)>; Shannon, Michael <[Michael.Shannon@co.galveston.tx.us](mailto:Michael.Shannon@co.galveston.tx.us)>  
**Subject:** Re: [EXTERNAL]RE: Quote request for services

Hey Zach,

Thank you for providing the timeline. We'll review the information you shared and get back to you as soon as possible.

Respectfully,



---

**From:** Smith, Zachary <[Zachary.Smith@co.galveston.tx.us](mailto:Zachary.Smith@co.galveston.tx.us)>  
**Sent:** Tuesday, October 14, 2025 9:02 AM  
**To:** Monterrubio, Christian <[Christian.Monterrubio@galvestoncountytexas.gov](mailto:Christian.Monterrubio@galvestoncountytexas.gov)>  
**Cc:** Huallpa, Diana <[Diana.Huallpa@galvestoncountytexas.gov](mailto:Diana.Huallpa@galvestoncountytexas.gov)>; Comeaux, William <[William.Comeaux@co.galveston.tx.us](mailto:William.Comeaux@co.galveston.tx.us)>; Gomez, Rodolfo <[Rodolfo.Gomez@galvestoncountytexas.gov](mailto:Rodolfo.Gomez@galvestoncountytexas.gov)>; Wallace, Tiffany <[Tiffany.Wallace@co.galveston.tx.us](mailto:Tiffany.Wallace@co.galveston.tx.us)>; Shannon, Michael <[Michael.Shannon@co.galveston.tx.us](mailto:Michael.Shannon@co.galveston.tx.us)>  
**Subject:** Re: [EXTERNAL]RE: Quote request for services

Christian,

We will need to secure our environmental consultants in the next few months in order to give them time to work and secure our permits for the construction phase. The construction phase is projected to start in late August/early September of 2026.

V/R,

**Zachary Smith**

*Road Administrator*



5115 Hwy 3

Dickinson TX, 775539

O-281-534-4152

C-409-682-2650

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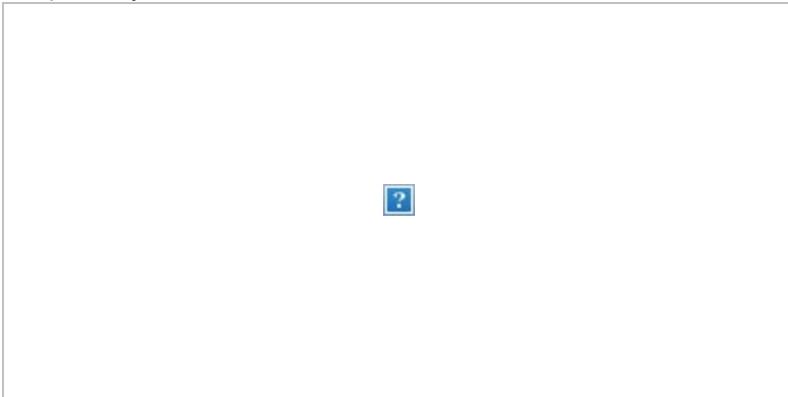
**From:** Monterrubio, Christian <[Christian.Monterrubio@galvestoncountytexas.gov](mailto:Christian.Monterrubio@galvestoncountytexas.gov)>  
**Sent:** Tuesday, October 14, 2025 8:54 AM  
**To:** Smith, Zachary <[Zachary.Smith@co.galveston.tx.us](mailto:Zachary.Smith@co.galveston.tx.us)>  
**Cc:** Huallpa, Diana <[Diana.Huallpa@galvestoncountytexas.gov](mailto:Diana.Huallpa@galvestoncountytexas.gov)>; Comeaux, William <[William.Comeaux@co.galveston.tx.us](mailto:William.Comeaux@co.galveston.tx.us)>; Gomez, Rodolfo <[Rodolfo.Gomez@galvestoncountytexas.gov](mailto:Rodolfo.Gomez@galvestoncountytexas.gov)>  
**Subject:** Re: [EXTERNAL]RE: Quote request for services

Good morning Zach,

Thank you for sharing the details and proposal for the Frenchtown Road project. We'll take a look at the information and supporting documents you provided. Since GOMESA funds come with certain restrictions, we'll review everything carefully and follow up soon with guidance on how to access these funds and the next steps.

By when do you need to have this ready? Knowing your timeline will help us prioritize our review.

Respectfully,



---

**From:** Smith, Zachary <[Zachary.Smith@co.galveston.tx.us](mailto:Zachary.Smith@co.galveston.tx.us)>  
**Sent:** Monday, October 13, 2025 10:27 AM  
**To:** Monterrubio, Christian <[Christian.Monterrubio@galvestoncountytexas.gov](mailto:Christian.Monterrubio@galvestoncountytexas.gov)>  
**Cc:** Huallpa, Diana <[Diana.Huallpa@galvestoncountytexas.gov](mailto:Diana.Huallpa@galvestoncountytexas.gov)>; Comeaux, William <[William.Comeaux@co.galveston.tx.us](mailto:William.Comeaux@co.galveston.tx.us)>  
**Subject:** FW: [EXTERNAL]RE: Quote request for services

Christian,

Commissioner Giusti has directed the Road and Bridge Department to improve Frenchtown Road in Port Bolivar to mitigate the tidal flooding over the road. This is a main road for residents to access SH 87 as well as carries many tourists visiting the wetlands to fish or view wildlife.

The proposed improvements would require the roadway to widening slightly and elevate the travel

lanes to a grade that would reduce tidal flooding. Due to the location of the roadway, William Comeaux, Bolivar Regional Operations Manager, sent out a proposal to several vendors to contract the permitting aspect of this project. Through our initial talks with these firms, we believe it is eligible to receive funding from GOMESA. Attached is the only vendor that submitted their proposal within the deadline that William established with three vendors. Depending on the final permitted design of improvements, the total cost for this project to include Contract and Force labor and materials could be up to an estimated \$550,000. How can I move forward with requesting a PO using GOMESA funds?

V/R,  
Zach Smith

---

**From:** Kelsea Hiebert <[khiebert@bfsusa.com](mailto:khiebert@bfsusa.com)>  
**Sent:** Tuesday, August 26, 2025 12:54 PM  
**To:** Comeaux, William <[William.Comeaux@co.galveston.tx.us](mailto:William.Comeaux@co.galveston.tx.us)>  
**Cc:** Smith, Zachary <[Zachary.Smith@co.galveston.tx.us](mailto:Zachary.Smith@co.galveston.tx.us)>; Christine Magers <[cmagers@bfsusa.com](mailto:cmagers@bfsusa.com)>; Sarah Greaud <[sgreaud@bfsusa.com](mailto:sgreaud@bfsusa.com)>  
**Subject:** [EXTERNAL]RE: Quote request for services

**CAUTION:** This email is from outside Galveston County's system. Only click links or open attachments if you trust the sender. Suspect phishing? Select "**Report phishing**" in Outlook.

Good afternoon William,

Attached is our proposal to provide a wetland delineation, preparation of a USACE NWP 14 PCN, and agency coordination for the Frenchtown Road project. The project limits, as currently outlined, reflect those described in the Galveston County Quote Request. These limits may be refined for greater accuracy, provided the overall length remains consistent. For your reference and review, I have also included a copy of our professional services agreement and the NWP 14 language.

Please let me know if you have any questions or need any additional information.

Thank you!

---

**From:** Comeaux, William <[William.Comeaux@co.galveston.tx.us](mailto:William.Comeaux@co.galveston.tx.us)>  
**Sent:** Monday, August 25, 2025 10:15 AM  
**To:** Kelsea Hiebert <[khiebert@bfsusa.com](mailto:khiebert@bfsusa.com)>  
**Cc:** Smith, Zachary <[Zachary.Smith@co.galveston.tx.us](mailto:Zachary.Smith@co.galveston.tx.us)>  
**Subject:** Quote request for services

Good morning Kelsea,  
Galveston County is needing consulting services for a project we are working towards.

Attached is the request. Please submit your response by 3pm, September 5<sup>th</sup> via email to [William.comeaux@galvestoncountytx.gov](mailto:William.comeaux@galvestoncountytx.gov).

Thank you



William Comeaux

Regional Operations Manager – Bolivar Peninsula

Galveston County Road & Bridge – Parks and Cultural Services

[William.comeaux@galvestoncountytx.gov](mailto:William.comeaux@galvestoncountytx.gov)

409-789-2217



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

36.

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Consideration to award RFQ 25-079 Professional Services for Future Engineering Projects

### Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	1/7/26 3:48 pm
2	Dianna Martinez	Approve	1/9/26 9:43 am



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

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

**37.**

---

Receive public comments on Replat of Lot 4 of GKK Estates Subdivision

**Approval History**

<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/7/26 1:13 pm



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

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

**38.**

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Consideration of approval, approval with conditions or disapprove of Replat of Lot 4 of GKK  
Estates Subdivision

**Approval History**

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<b>Seq #</b>	<b>Approver</b>	<b>Action</b>	<b>Action Date</b>
1	Dianna Martinez	Approve	1/8/26 4:40 pm

---

On this the 16<sup>th</sup> day of January, 2026, the Commissioners Court of Galveston County, Texas convened in a special meeting with the following members thereof present:

Mark Henry, County Judge;  
Darrell A. Apffel, Commissioner, Precinct No. 1;  
Joe Giusti, Commissioner, Precinct No. 2;  
Hank Dugie, Commissioner, Precinct No. 3;  
Robin Armstrong MD, Commissioner, Precinct No. 4;  
Dwight D. Sullivan, County Clerk

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

WHEREAS, the subdivision plat GKK Estates is presently on file with the County Clerk of Galveston County. It may be found in File No. 2024020063 of the Map Records of Galveston County, Texas; and

WHEREAS, by application attached hereto as Exhibit "A", Gary Key and Kimberlee Key, managing members of Southern Finds, LLC have filed their Petition and Application for permission to revise plat; and

WHEREAS, Local Government Code, Section 232.009 requires notice of this application be posted on the county website and notice sent to landowners within 200 feet of the subdivision plat to be revised; and

WHEREAS, by Order of the Commissioners Court on December 8, 2025, Michael Shannon, County Engineer, was directed to give notice of the application by mail and posting on the county's website; and

WHEREAS, pursuant to such Order, letters were sent to landowners within 200' of the subdivision to be revised and notice was posted on the Galveston County website; and

WHEREAS, the application of Gary Key and Kimberlee Key, managing members of Southern Finds, LLC has once again this day been presented to the Commissioners Court; and

WHEREAS, it appearing that all requirements of Local Government Code, Section 232.009 have been met; that no opposition to the application was heard, and that the proposed revision will not interfere with the established rights of any owner of a part of the subdivided land.

BE IT THEREFORE ORDERED, that the application for Replat of Lot 4 of GKK Estates Subdivision be approved and that Gary Key and Kimberlee Key, managing members of Southern Finds, LLC be hereby permitted to revise the subdivision plat by filing the revision for record with the County Clerk.

UPON MOTION DULY MADE AND SECONDED the above Order was passed this 16<sup>th</sup> day of January, 2026.

COUNTY OF GALVESTON, TEXAS

BY: \_\_\_\_\_  
Mark Henry, County Judge

ATTEST:

\_\_\_\_\_  
Dwight Sullivan, County Clerk

By: \_\_\_\_\_, Deputy

On this the 8<sup>th</sup> day of December, 2025, 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; **-ABSENT**  
Dwight Sullivan, County Clerk

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

WHEREAS, the subdivision plat of GKK Estates is presently on file with the County Clerk of Galveston County. It may be found in recorded in File No. 2024020063 in the Map Records of Galveston County, Texas; and

WHEREAS, by the application attached hereto as Exhibit "A", Gary Key and Kimberlee Key, managing members of Southern Finds, LLC, have filed their Petition and Application for permission to revise a portion of Lot 4; 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

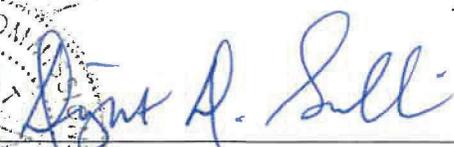
BE IT THEREFORE ORDERED, that the time and place at which this Court will meet to consider the application and to hear public comments on the revision of the subdivision plat will be January 16, 2026, at 3:30 p.m. in the following location:

Galveston County North Annex  
174 Calder, Room 100  
League City, Texas

UPON MOTION DULY MADE AND SECONDED the above Order was passed this 8<sup>th</sup> day of December, 2025.

COUNTY OF GALVESTON, TEXAS

BY:   
Mark Henry, County Judge

 ATTEST  
  
Dwight Sullivan, County Clerk

\_\_\_\_\_, Deputy

EXHIBIT "A"

APPLICATION FOR PERMISSION  
TO REVISE SUBDIVISION PLAT

THE COMMISSIONERS COURT  
OF GALVESTON COUNTY, TEXAS

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS

NOW COMES Gary Key and Kimberlee Key, managing members  
Southern Finds LLC, and files this Petition and

Application to revise plat of GKK ESTATES, subdivision plat recorded in

Clerk's File No. 2024020063 of the Map Records of Galveston

County, Texas to: Divide one Lot into 4 Lots

Petitioner requests permission to revise the aforementioned subdivision plat in accordance with and as provided for in Local Government Code Section 232.009, and in support thereof would respectively show unto the court the following, to wit:

1. That Petitioner owns land in the aforementioned subdivision that is subject to the subdivision controls of Galveston County.
2. A copy of the proposed re-plat is attached hereto as Exhibit "B"
3. The portion of the subdivision plat that will be revised is:  
    Lot 4
4. The revision will not interfere with the established rights of any owner of a part of the subdivided land.
5. Petitioner is willing to pay the County any administrative costs that may be involved including the filing for record with the County Clerk a revised plat or part of a plat showing the changes made to the original plat.

WHEREFORE, Petitioner prays that notice of this petition and application be given to the required property owners in Galveston County and that said notice be published as required by law; that upon final hearing the Honorable Court adopt an order granting permission to the petitioner to revise the subdivision plat and that this Honorable Court enter such further orders and take further action as may be proper.

Gary Key  
Petitioner

11-6-25  
Date

Kimberlee Key  
Petitioner

11/6/25  
Date

# REPLAT OF LOT 4 OF GKK ESTATES SUBDIVISION

A replat of Lot 4 of GKK ESTATES, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded under Galveston County Clerk's File No. 2024020063 in the Office of the County Clerk of Galveston County, Texas.

**PLAT CONTAINS:**  
 10.744 ACRES - 1-BLOCK, 4 LOTS - LOCATED IN GALVESTON COUNTY, TEXAS  
 PREPARATION DATE - AUGUST 2025

**LOT AREA**

LOT 1R	2,238 ACRES	97,000 SF
LOT 2R	2,238 ACRES	97,000 SF
LOT 3R	2,276 ACRES	99,125 SF
LOT 4R	3,992 ACRES	173,875 SF

**OWNERS**

Southern Finds LLC by managing members  
 Kimberlee Elm Key and Gary Key  
 P. O. Box 246  
 Santa Fe, Texas 77510  
 409-256-7176

**SURVEYOR**

Robert L. Derrick R.P.L.S.  
 13016 Elizabeth Drive  
 Santa Fe, Texas 77510  
 1-409-256-7329

**Notes:**

1 - According to the FEMA FIRM Community Number 485470 Panel No. 0380 G, effective date August 15, 2019, this property lies in Zone "X".

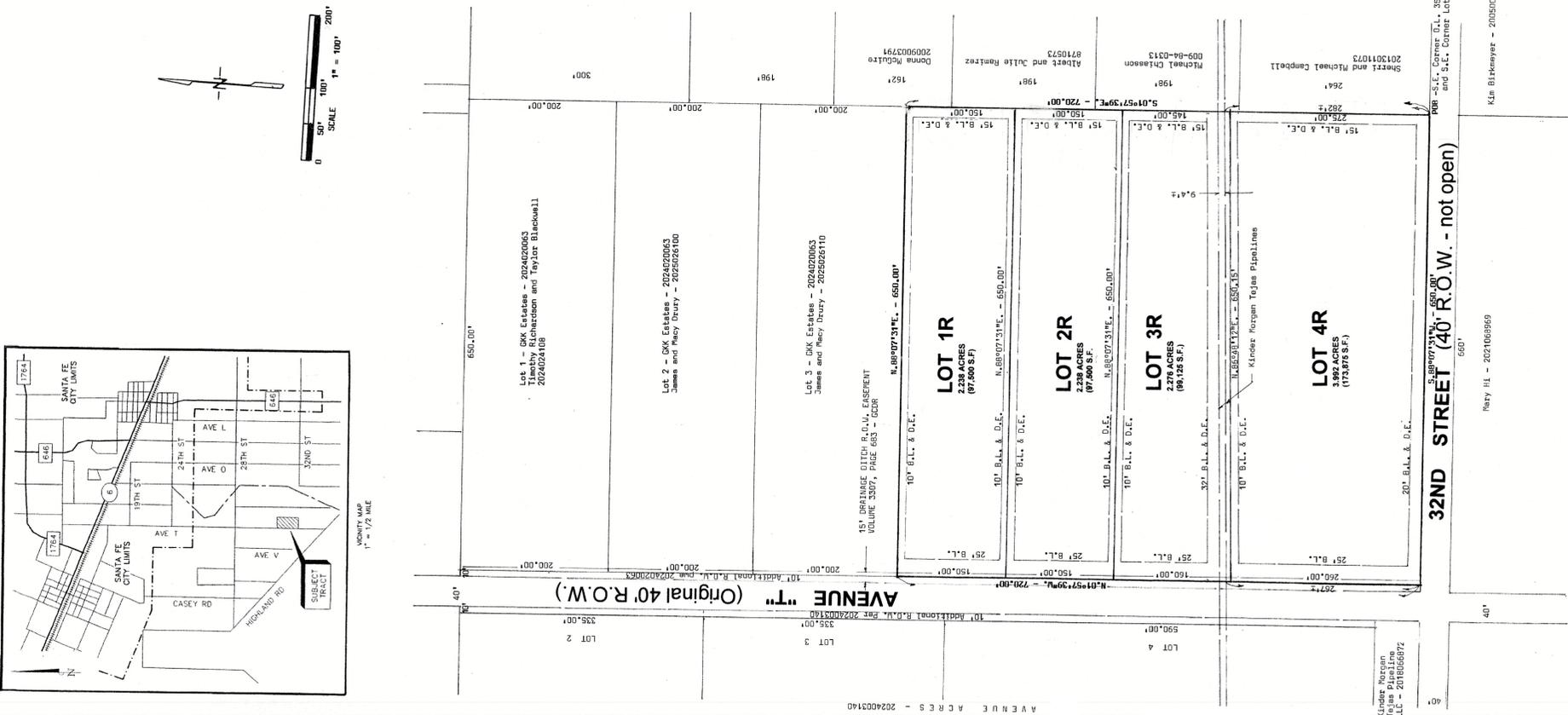
**LEGAL DESCRIPTION**

A tract of land being all of Lot Four of GKK Estates, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded under Galveston County Clerk's File No. 2024020063 in the Office of the County Clerk of Galveston County, Texas, and being more particularly described by metes and bounds as follows:

**BEGINNING** at the Southeast corner of said Lot Four (4), from which a 5/8" iron rod found bears South 01 deg. 36 min. East, 1.0 feet;  
**THENCE** South 88 deg. 07 min. 31 sec. West, along the South line of said Lot 4 and the North line of 32nd Street (not open), a distance of 650.00 feet to a 5/8" iron rod with cap found for corner on the East line of Avenue "T" (60' R.O.W.) at the Southwest corner of said Lot 4;  
**THENCE** North 01 deg. 57 min. 39 sec. West, along the East line of said Avenue "T", a distance of 720.00 feet to a 3/8" iron rod with cap found at the Northwest corner of said Lot 4;  
**THENCE** North 88 deg. 07 min. 31 sec. East, along the North line of said Lot 4, a distance of 650.00 feet to a 3/8" iron rod with cap found at the Northeast corner of said Lot 4;  
**THENCE** South 01 deg. 57 min. 39 sec. East, along the East line of said Lot 4, a distance of 720.00 feet to the **POINT OF BEGINNING**.

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

Robert L. Derrick  
 Texas Registration No. 2753



STATE OF TEXAS  
 COUNTY OF GALVESTON

We, Southern Finds LLC acting by Kimberlee Elm Key and Gary Key, managing members, hereinafter referred to as the owner of the 10.744 acre tract described in the above and foregoing map or REPLAT OF LOT 4 OF GKK SUBDIVISION, do hereby make and establish said plat of said property according to all laws, regulations and ordinances on said maps and plat and hereby certify that the same are true and correct and that the same have been prepared and approved by the owner and public places shown thereon for the purposes and considerations therein expressed and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to prevent the drainage of any septic tanks into any public or private street, road or alley or any drainage ditch, either directly or indirectly.

FURTHER, Owners do dedicate to the public a strip of land thirty (30) feet wide on each side of the centerline of any and all bays, creeks, gulches, ravines, draws, sloughs or other natural drainage systems, and 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 shall 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 abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to provide that drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater and in no instance have a drainage opening of less than one and three quarters (1-3/4) square feet (18" diameter) with culverts or bridges to be provided for all private driveways or walkways crossing such drainage facilities.

FURTHER, Owners 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 Commissioners' Court of Galveston County.

FURTHER, the Owners hereby certify that this replat does not attempt to alter, amend, or modify any plat or deed recorded in the public records of Galveston County, Texas, and is limited by deed restriction to residential use for not more than two (2) residential units per lot.

WITNESS my hand in Santa Fe, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Kimberlee Elm Key

Gary Key

STATE OF TEXAS  
 COUNTY OF GALVESTON

BEFORE ME, the undersigned authority, on this day personally appeared Kimberlee Elm Key and Gary Key known to me to be the persons whose names are subscribed to the foregoing instruments and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

Notary Public in and for the State of Texas

My Commission expires: \_\_\_\_\_

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

Michael C. Shannon - County Engineer

APPROVED for filing, wherein Galveston County assumes no obligation for grading, drainage structures or surfacing of 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 REPLAT OF LOT 4 OF GKK SUBDIVISION, as mapped, approved by the Commissioners' Court of Galveston County, Texas, by order of \_\_\_\_\_, 20\_\_\_\_.

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

I, DWIGHT D. SULLIVAN, County Clerk, Galveston County, Texas, do hereby certify that the written instrument was filed for record in my office on \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ O'clock \_\_\_\_\_ M. and duly recorded on \_\_\_\_\_, 20\_\_\_\_ 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



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**b.39.**

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D.S., EEOC Charge 460-2025-08579

### Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	1/7/26 2:36 pm
2	Dianna Martinez	Approve	1/7/26 3:45 pm



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

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

**b.40.**

---

L.D., EEOC Charge 460-2024-08935

### Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	1/7/26 2:38 pm
2	Dianna Martinez	Approve	1/7/26 5:21 pm



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

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

**b.41.**

---

Claimant Ethan Dick

**Approval History**

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	1/8/26 11:23 am
2	Dianna Martinez	Approve	1/8/26 2:05 pm



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

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

**b.42.**

---

Claimant Maya Phoenix

**Approval History**

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	1/7/26 2:40 pm
2	Dianna Martinez	Approve	1/7/26 3:13 pm



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

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

**b.43.**

---

Claimant Roger Bellew

**Approval History**

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	1/7/26 2:44 pm
2	Dianna Martinez	Approve	1/7/26 3:14 pm



# GALVESTON COUNTY, TEXAS

## COMMISSIONERS COURT

722 Moody  
County Courthouse  
Galveston, TX 77550  
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**c.44.**

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### Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	1/8/26 5:44 pm