GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
AGENDA

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

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

Monday, July 6, 2026 **9:30 AM** **Galveston County Courthouse**

REGULAR MEETING

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

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

Call to Order

Invocation and Pledge of Allegiance

Public Comment

Consent Agenda

Submitted by the Auditor's Office:

***1.** Approval of the accounts payable checks dated 7/6/2026

***2.** Order for payroll ending 7/1/2026 bi-weekly #14

***3.** Order for supplemental payroll period ending 7/1/2026 bi-weekly #14

***4.** Request transfer within ARPA Grant Fund-reclassifying various grants-to fund the Jail Access Control System Project Grant

***5.** Request amendment for County Capital Projects Fund-to reduce Jail Access Control System Project budget under the capital project fund-for the project to be grant-funded

***6.** Request amendment for Limited Tax Flood Control Bonds Series 2017 Fund-Flood by Engineering-to record initial project budget for Ave B Drainage Improvements Project

***7.** Request amendment for Limited Tax Flood Control Bonds Series 2017 Fund-Flood by Engineering-to record initial project budget for City Wide Drainage Study (Bayou Vista) Project

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

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

***10.** Receive and file Summary of Biweekly Personnel Movements pay period #13, June 04 - June 17, 2026, submitted by Human Resources

***11.** Receive and file Galveston County Emergency Services District No. 1 Financial Audit for year ended December 31, 2025 submitted by the County Judge

***12.** Consideration of a resolution recognizing Rick Bailey submitted by Commissioner, Precinct 2

***13.** Consideration of approval to waive the reservation fee(s) for the Calder Annex Multi-Purpose Room and any fees associated with the Agri-Life Extension Building for H-GAC to host workshop/public meetings in July and/or August 2026 submitted by County Judge

***14.** Consideration of approval of a memorandum of understanding with the Galveston Bay Area Chapter Texas Master Naturalists to maintain one acre of land at Bayside Regional Park submitted by Parks and Cultural Services Department

***15.** Consideration of Texas GLO Coastal Lease CL20260009 for a portion of Dickinson Bayou Boat Ramp submitted by Parks and Cultural Services

***16.** Consideration of approval of TXU Energy Contract Service Point Change Request Form RSR-00635863 for the deletion of 4503 11th St. Bacliff, TX 77518 submitted by Facilities

***17.** Consideration of approval of Project Management Services Agreement for Galveston County Jail Facility Condition Assessment with Turner & Townsend Heery submitted by Facilities

***18.** Consideration of approval of the addition of a Comcast circuit at the former Medical Examiner's Building with Comcast Business submitted by Information Technology

***19.** Consideration of approval of zero-cost change order to add and remove interfaces with Motorola submitted by Information Technology

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

***21.** Consideration for authorization to extend the contracts for ITB 25-062 Hot Mix Asphalt submitted by the Purchasing Agent

***22.** Consideration of authorizing a discretionary exemption for the Sheriff's Department for a purchase from Loadometer Corporation under Local Government Code Section 262.024 (a)(7)(A) for an item that can be obtained from only one source, submitted by the Purchasing Agent

***23.** Consideration of authorizing a discretionary exemption for the purchase of an Uninterruptible Power Supply (UPS) from Pinnacle Power Solutions, Inc. under Local Government Code Section 262.024 (a)(2) for an item to preserve or protect the public health or safety of the residents of the county, submitted by the Purchasing Agent

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

***25.** Consideration of authorizing County Judge to sign the engineering agreement with Geoscience for the Avenue B drainage improvements project submitted by the County Engineer

***26.** Consideration of authorizing County Judge to sign the engineering agreement with IDS Engineering Group for the Avenue B drainage improvements project submitted by the County Engineer

***27.** Consideration of authorizing County Judge to sign the engineering agreement with MBCO Engineering, LLC for the Avenue B drainage improvements project submitted by the County Engineer

***28.** Consideration of approval to authorize the County Judge to execute Amendment No 4 to the RESTORE Act Texas City Hurricane Protection Levee Repair grant, Contract Number 582-20-11883 submitted by the County Engineer

***29.** Consideration of appointing a Special Commissioner to advertise for proposals for the sale of real property located in Galveston County, Texas, to an adjoining landowner, submitted by Legal Services Manager

***30.** Consideration of approval of an order of abandonment & discontinuance of a portion of an unopened unnamed right-of-way in C. W. L'Hommedieu Survey Subdivision submitted by Platting & Right-of-Way

***31.** Consideration of approval of application from Benjamin Gaete, president of Ave D San Leon, LLC, for a partial replat of San Leon Farm Home Tracts subdivision submitted by Platting & Right-of-Way

***32.** Consideration of approval of Peninsula Section 2 subdivision plat submitted by Platting & Right-of-Way

***33.** Consideration of an Interlocal Collection Agreement for City of La Marque Public Improvement District No. 1 for assessments on property submitted by the Tax Assessor/Collector

***34.** Consideration of approval of a Commercial Real Estate Listing Agreement for 13.9 acres of land located along Broadway, Galveston, Texas submitted by Legal Services Manager

***35.** Consideration of waiver, release, and settlement agreement with Clifford Johnston arising from an incident that occurred on or about May 12, 2026, submitted by Legal Services Manager

***36.** Consideration of settlement and release agreement for Claim 23937184 with Damage Recovery through Enterprise Rental, aka Ean Holdings, LLC, arising from an incident that occurred on or about April 2, 2026, submitted by Legal Services Manager

***37.** Consideration of approval of GIA invoice adding the Mental Health Wellness Center located at 1207 Oak St., La Marque, TX to all insurance coverages submitted by Legal Services Manager

***38.** Consideration of release of lien for Lots 11 & 12 Blk 59 San Leon Townsite aka 331 6th St., San Leon, TX 77539 submitted by Grants Administration

***39.** Consideration of authorization to submit scope and cost modification for FEMA PW 1534 - DR4798TX - Project 766809 - G - Multiple Parks and Ball Fields Damages, as submitted by Grants Administration

***40.** Consideration of authorization to submit Scope of Work Modification and Cost Overrun Request for HMGP Project DR-4332-0025 as submitted by Grants Administration

***41.** Consideration of authorization to submit Scope of Work Modification and Cost Overrun Request for HMGP Project DR-4332-0239 as submitted by Grants Administration

***42.** Consideration of authorization for the County Judge to accept the Mary Moody Northen Endowment award on behalf of Galveston County Sheriff's Office Dive Team as submitted by Grants Administration

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

***43.** 26-139-0706-A
County Clerk- Request transfer within Election Services Contract Fund - Budgeted Reserves to Election expense to fund publication and printing expenses for voter registration cards

***44.** 26-140-0706-B
County Court #2 - Request transfer from General Fund - Budgeted Reserves to County Court #2 - Various Spend Categories to fund personnel adjustments

***45.** 26-141-0706-C
Sheriff's Office - Request transfer from Sheriff Administration - Repair and Maintenance for Boats - Services to Patrol Division - Extraordinary Supplies to fund the purchase of equipment

***46.** 26-142-0706-D
Information Technology- Request Transfer from County Capital Projects Fund - Building Improvements - Services to General Fund - Budgeted Reserves to reallocate unused funding from the Jail Access Control Architect project

***47.** 26-143-0706-E
Sheriff's Office - Request transfer from Various Cost Centers - Various Spend Categories to Various Cost Centers - Various Spend Categories to fund personnel adjustments

***48.** 26-144-0706-F
District Attorney- Request transfer from Various Cost Centers - Various Spend Categories to General Fund - Budgeted Reserves to fund personnel adjustments

Action Agenda

Purchasing

49. Consideration to award RFP 26-097, Grant Program Management

50. Consideration to award RFP 26-091, Galveston County Mid County Annex Renovations

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 the following item:

b.51. Cause No. 3:22-CV-0057; Honorable Terry Petteway et al vs. Galveston County, TX et al, in the United States District Court for the Southern District of Texas, Galveston Division

c. Reconvene into Regular 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.

***

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*1.

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

Approval of the accounts payable checks dated 7/6/2026

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	6/25/26 4:39 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*2.

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

Order for payroll ending 7/1/2026 bi-weekly #14

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	6/25/26 4:38 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*3.

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

Order for supplemental payroll period ending 7/1/2026 bi-weekly #14

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	6/25/26 4:41 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*4.

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

Request transfer within ARPA Grant Fund-reclassifying various grants-to fund the Jail Access Control System Project Grant

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	6/26/26 9:14 am

View Budget Amendment: Budget Amendment: - Award LTD Budget on 07/06/2026 : BAT-0000717

Company The County of Galveston
Plan Template Award LTD Budget : AW00079: 2901-3210-American Rescue Plan Act Stimulus 03/11/2021 (version 1)
Plan AW00079: 2901-3210-American Rescue Plan Act Stimulus 03/11/2021 (version 1)
Organizing Dimension Type
Amendment ID BAT-0000717
Amendment Date 07/06/2026
Description 07.06 CC-ARPA Grants BAT-To move budget from various ARPA Grant Worktags to the Jail Access Control System Grant Worktag
Amendment Type Award Budget Adjustment
Balanced Amendment Yes
Entry Type Award
Status In Progress

Budget Amendment Entries

Company	Period	*Ledger Account/Summary	*Grant	*Fund	*Cost Center	Additional Worktags	Debit Amount	Credit Amount	Memo	Exceptions
The County of Galveston	AW00079 Budget Period (AW00079: 2901-3210-American Rescue Plan Act Stimulus 03/11/2021 (version 1))	5700000:Capital Outlays	GR-0000028 Bacliff & San Leon Culvert/Ditch	2901 American Rescue Plan Stimulus Fund	312110 Road Department	Project: Bacliff & San Leon Culvert Spend Category: Flood Control/Drainage	$0.00	$261,007.41	07.06 CC-ARPA Grants BAT-To move budget from various ARPA Grant Worktags to the Jail Access Control System Grant Worktag	

Company	Period	*Ledger Account/Summary	*Grant	*Fund	*Cost Center	Additional Worktags	Debit Amount	Credit Amount	Memo	Exceptions
The County of Galveston	AW00079 Budget Period (AW00079: 2901-3210-American Rescue Plan Act Stimulus 03/11/2021 (version 1))	4330000:Intergovernmental Revenues - Federal	GR-0000028 Bacliff & San Leon Culvert/Ditch	2901 American Rescue Plan Stimulus Fund	312110 Road Department	Revenue Category: Other Financial Assistance	$261,007.41	$0.00	07.06 CC-ARPA Grants BAT-To move budget from various ARPA Grant Worktags to the Jail Access Control System Grant Worktag	
The County of Galveston	AW00079 Budget Period (AW00079: 2901-3210-American Rescue Plan Act Stimulus 03/11/2021 (version 1))	5700000:Capital Outlays	GR-0000593 10th Street Outfall Ditch	2901 American Rescue Plan Stimulus Fund	312110 Road Department	Project: Bacliff Drainage 10th St Spend Category: Flood Control/Drainage	$0.00	$21,186.59	07.06 CC-ARPA Grants BAT-To move budget from various ARPA Grant Worktags to the Jail Access Control System Grant Worktag	
The County of Galveston	AW00079 Budget Period (AW00079: 2901-3210-American Rescue Plan Act Stimulus 03/11/2021 (version 1))	5700000:Capital Outlays	GR-0000073 Jail Control System Retrofit	2901 American Rescue Plan Stimulus Fund	159100 Information Technology	Project: Jail Access Control Architect Spend Category: Building Improvements - Services	$515,788.97	$0.00	07.06 CC-ARPA Grants BAT-To move budget from various ARPA Grant Worktags to the Jail Access Control System Grant Worktag	

Company	Period	*Ledger Account/Summary	*Grant	*Fund	*Cost Center	Additional Worktags	Debit Amount	Credit Amount	Memo	Exceptions
The County of Galveston	AW00079 Budget Period (AW00079: 2901-3210-American Rescue Plan Act Stimulus 03/11/2021 (version 1))	4330000:Intergovernmental Revenues - Federal	GR-0000073 Jail Control System Retrofit	2901 American Rescue Plan Stimulus Fund	159100 Information Technology	Revenue Category: Other Financial Assistance	$0.00	$515,788.97	07.06 CC-ARPA Grants BAT-To move budget from various ARPA Grant Worktags to the Jail Access Control System Grant Worktag	
The County of Galveston	AW00079 Budget Period (AW00079: 2901-3210-American Rescue Plan Act Stimulus 03/11/2021 (version 1))	4330000:Intergovernmental Revenues - Federal	GR-0000593 10th Street Outfall Ditch	2901 American Rescue Plan Stimulus Fund	312110 Road Department	Revenue Category: Other Financial Assistance	$21,186.59	$0.00	07.06 CC-ARPA Grants BAT-To move budget from various ARPA Grant Worktags to the Jail Access Control System Grant Worktag	
The County of Galveston	AW00079 Budget Period (AW00079: 2901-3210-American Rescue Plan Act Stimulus 03/11/2021 (version 1))	5700000:Capital Outlays	GR-0000592 15th Street Culverts	2901 American Rescue Plan Stimulus Fund	312110 Road Department	Project: Bacliff Drainage 15th St Spend Category: Flood Control/Drainage	$0.00	$160,271.73	07.06 CC-ARPA Grants BAT-To move budget from various ARPA Grant Worktags to the Jail Access Control System Grant Worktag	

Company	Period	*Ledger Account/Summary	*Grant	*Fund	*Cost Center	Additional Worktags	Debit Amount	Credit Amount	Memo	Exceptions
The County of Galveston	AW00079 Budget Period (AW00079: 2901-3210-American Rescue Plan Act Stimulus 03/11/2021 (version 1))	4330000:Intergovernmental Revenues - Federal	GR-0000592 15th Street Culverts	2901 American Rescue Plan Stimulus Fund	312110 Road Department	Revenue Category: Other Financial Assistance	$160,271.73	$0.00	07.06 CC-ARPA Grants BAT-To move budget from various ARPA Grant Worktags to the Jail Access Control System Grant Worktag	
The County of Galveston	AW00079 Budget Period (AW00079: 2901-3210-American Rescue Plan Act Stimulus 03/11/2021 (version 1))	5700000:Capital Outlays	GR-0000591 Ditch N16 Widening	2901 American Rescue Plan Stimulus Fund	312110 Road Department	Project: Bacliff Drainage 16N Ditch Spend Category: Flood Control/Drainage	$0.00	$41,513.16	07.06 CC-ARPA Grants BAT-To move budget from various ARPA Grant Worktags to the Jail Access Control System Grant Worktag	
The County of Galveston	AW00079 Budget Period (AW00079: 2901-3210-American Rescue Plan Act Stimulus 03/11/2021 (version 1))	4330000:Intergovernmental Revenues - Federal	GR-0000591 Ditch N16 Widening	2901 American Rescue Plan Stimulus Fund	312110 Road Department	Revenue Category: Other Financial Assistance	$41,513.16	$0.00	07.06 CC-ARPA Grants BAT-To move budget from various ARPA Grant Worktags to the Jail Access Control System Grant Worktag	

Company	Period	*Ledger Account/Summary	*Grant	*Fund	*Cost Center	Additional Worktags	Debit Amount	Credit Amount	Memo	Exceptions
The County of Galveston	AW00079 Budget Period (AW00079: 2901-3210-American Rescue Plan Act Stimulus 03/11/2021 (version 1))	5700000:Capital Outlays	GR-0000088 Mental Health	2901 American Rescue Plan Stimulus Fund	411010 Public Health	Project: Behavior Health Observation Unit Spend Category: Furniture and Fixtures	$0.00	$2,281.01	07.06 CC-ARPA Grants BAT-To move budget from various ARPA Grant Worktags to the Jail Access Control System Grant Worktag	
The County of Galveston	AW00079 Budget Period (AW00079: 2901-3210-American Rescue Plan Act Stimulus 03/11/2021 (version 1))	4330000:Intergovernmental Revenues - Federal	GR-0000088 Mental Health	2901 American Rescue Plan Stimulus Fund	411010 Public Health	Revenue Category: Other Financial Assistance	$2,281.01	$0.00	07.06 CC-ARPA Grants BAT-To move budget from various ARPA Grant Worktags to the Jail Access Control System Grant Worktag	
The County of Galveston	AW00079 Budget Period (AW00079: 2901-3210-American Rescue Plan Act Stimulus 03/11/2021 (version 1))	5415000:Consulting and Special Studies	GR-0000708 Avenue P Drainage in Santa Fe	2901 American Rescue Plan Stimulus Fund	312110 Road Department	Spend Category: Interlocal Agreement	$0.00	$29,529.07	07.06 CC-ARPA Grants BAT-To move budget from various ARPA Grant Worktags to the Jail Access Control System Grant Worktag	

Company	Period	*Ledger Account/Summary	*Grant	*Fund	*Cost Center	Additional Worktags	Debit Amount	Credit Amount	Memo	Exceptions
The County of Galveston	AW00079 Budget Period (AW00079: 2901-3210-American Rescue Plan Act Stimulus 03/11/2021 (version 1))	4330000:Intergovernmental Revenues - Federal	GR-0000708 Avenue P Drainage in Santa Fe	2901 American Rescue Plan Stimulus Fund	312110 Road Department	Revenue Category: Other Financial Assistance	$29,529.07	$0.00	07.06 CC-ARPA Grants BAT-To move budget from various ARPA Grant Worktags to the Jail Access Control System Grant Worktag	

7.6.26 CC BAT ARPA-To Recl and Incr Jail Access Grant Budget.pdf

File Name 7.6.26 CC BAT ARPA-To Recl and Incr Jail Access Grant Budget.pdf
Content Type application/pdf
Updated By Austin Schumann
Upload Date 06/23/2026 04:26:14 PM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	06/23/2026 05:05:27 PM	06/24/2026	Austin Schumann	1	
Budget Amendment Event	Approval by Budget Specialist	Not Required		06/24/2026		0	
Budget Amendment Event	Approval by Sponsored Programs Manager	Awaiting Action		06/25/2026	Kenna Pruitt (Sponsored Programs Manager)	1	

COUNTY OF GALVESTON

BUDGET ENTRIES

WORKDAY FINANCIAL SYSTEM

Workday Journal Entry#:

DESCRIPTION/WORKTAG	Accounts				Project Worktag	Debit (+)	Credit (-)
	FUND NUMBER	COST CENTER	LEDGER ACCOUNT	SPEND/REVENUE CATEGORY			
ARPA Grants (AW00079)							
GR-0000028 Bacliff & San Leon Culvert/Ditch	2901	312110	4330000	Other Financial Assistance		261,007.41	
GR-0000028 Bacliff & San Leon Culvert/Ditch	2901	312110	5700000	Flood Control/Drainage	Bacliff & San Leon Culvert		261,007.41
GR-0000708 Avenue P Drainage in Santa Fe	2901	312110	4330000	Other Financial Assistance		29,529.07	
GR-0000708 Avenue P Drainage in Santa Fe	2901	312110	5415000	Interlocal Agreement			29,529.07
GR-0000088 Mental Health	2901	411010	4330000	Other Financial Assistance		2,281.01	
GR-0000088 Mental Health	2901	411010	5700000	Furniture & Fixtures	Behavior Health Observation Unit		2,281.01
GR-0000591 Ditch N16 Widening	2901	312110	4330000	Other Financial Assistance		41,513.16	
GR-0000591 Ditch N16 Widening	2901	312110	5700000	Flood Control/Drainage	Bacliff Drainage 16N Ditch		41,513.16
GR-0000592 15th Street Culverts	2901	312110	4330000	Other Financial Assistance		160,271.73	
GR-0000592 15th Street Culverts	2901	312110	5700000	Flood Control/Drainage	Bacliff Drainage 15th St		160,271.73
GR-0000593 10th Street Outfall Ditch	2901	312110	4330000	Other Financial Assistance		21,186.59	
GR-0000593 10th Street Outfall Ditch	2901	312110	5700000	Flood Control/Drainage	Bacliff Drainage 10th St		21,186.59
GR-0000073 Jail Control System Retrofit	2901	159100	4330000	Other Financial Assistance			515,788.97
GR-0000073 Jail Control System Retrofit	2901	159100	5700000	Building Improvements-Services	Jail Access Control Architect	515,788.97	
07.06 CC-ARPA Grants BAT-To move budget from various ARPA Grant Worktags to the Jail Access Control System Grant Worktag							
						$ 1,031,577.94	$ 1,031,577.94

Prepared/Posted by: Austin Schumann **Accounting Date:** 7/6/2026

Approved in Workday by: Kenna Pruitt

BA 7/6/26	Project	Transfer Amount	Grant Worktag	Project Worktag	Fund	Cost Center	LA	SC	Notes
Grants									
From	Bacliff and San Leon	261,007.41	GR-0000028	Bacliff & San Leon Culvert	2901	312110	5700000: Capital Outlays	Flood Control / Drainage	Ask Sabrina to deobligate (PO-0003000) $261,007.41
From	Ave P	29,529.07	GR-0000708	NA	2901	312110	5415000: Consulting and Special Studies	Interlocal Agreement	
From	MHEOU	2,281.01	GR-0000088	Behavior Health Observation Unit	2901	411010	5700000: Capital Outlays	Furniture and Fixtures	
From	Bacliff Drainage Improvements	222,971.48	GR-0000593 GR-0000592 GR-0000591	Bacliff Drainage 10th St Bacliff Drainage 15th St Bacliff Drainage 16N Ditch	2901	312110	5700000: Capital Outlays	Flood Control / Drainage	Ask Sabrina to deobligate (PO-0005537) $63,762.20
To	Jail Control System Retrofit	515,788.97	GR-0000073	NA	2901	159100	5700000: Capital Outlays	Building Improvements - Services	LA & SC will need to be added to the account
Capital Funds									
From		515,788.97		Jail Access Control Architect	3100	159100	5700000: Capital Outlays	Building Improvements - Services	
To		515,788.97			1101	920180	5930000: Reserves - Other	Budgeted Reserves	

Company for Organization Reporting: The County of Galveston
Grant: GR-0000028 Bacliff & San Leon Culvert/Ditch
Period: FY2026 - Jun
Book: Modified Accrual

Fund	Cost Center	Grant	Project	Program	Ledger Account	Revenue Category	Spend Category	Budget	Actuals (LTD)	Actuals Current Period	Commitments	Obligations	Reserved Journals	Actuals, Encumbrances, Reserved	Budget Remaining	Budget Used (%)
2901 American Rescue Plan Stimulus Fund	190100 County Engineer	GR-0000028 Bacliff & San Leon Culvert/Ditch	Bacliff & San Leon Culvert	(Blank)	4330000:Intergovernmental Revenues - Federal	Other Financial Assistance	(Blank)	0.00	0.00	0.00	0.00	0.00	0	0	0.00	0.00%
2901 American Rescue Plan Stimulus Fund	190100 County Engineer	GR-0000028 Bacliff & San Leon Culvert/Ditch	Bacliff & San Leon Culvert	(Blank)	5700000:Capital Outlays	(Blank)	Flood Control/Drainage	0.00	0.00	0.00	0.00	0.00	0	0	0.00	0.00%
2901 American Rescue Plan Stimulus Fund	312110 Road Department	GR-0000028 Bacliff & San Leon Culvert/Ditch	Bacliff & San Leon Culvert	(Blank)	4330000:Intergovernmental Revenues - Federal	Other Financial Assistance	(Blank)	0.00	(695,158.67)	0.00	0.00	0.00	0	(695,159)	695,158.67	0.00%
2901 American Rescue Plan Stimulus Fund	312110 Road Department	GR-0000028 Bacliff & San Leon Culvert/Ditch	Bacliff & San Leon Culvert	(Blank)	5700000:Capital Outlays	(Blank)	Flood Control/Drainage	1,035,520.00	25,468.19	0.00	0.00	261,007.41	0	286,476	749,044.40	27.66%
2901 American Rescue Plan Stimulus Fund	312110 Road Department	GR-0000028 Bacliff & San Leon Culvert/Ditch	Bacliff & San Leon Culvert	(Blank)	5781000:CIP - Projects Crossing Fiscal years	(Blank)	Flood Control/Drainage	0.00	669,690.48	0.00	0.00	0.00	0	669,690	(669,690.48)	0.00%
2901 American Rescue Plan Stimulus Fund	312110 Road Department	GR-0000028 Bacliff & San Leon Culvert/Ditch	(Blank)	(Blank)	4330000:Intergovernmental Revenues - Federal	Other Financial Assistance	(Blank)	(1,035,520.00)	0.00	0.00	0.00	0.00	0	0	(1,035,520.00)	0.00%

Company for Organization Reporting: The County of Galveston
Grant: GR-0000028 Bacliff & San Leon Culvert/Ditch
Period: FY2026 - Jun
Book: Modified Accrual

GR-0000028 Bacliff & San Leon Culvert/Ditch									
Ledger Account	Budget	Actuals (LTD)	Actuals Current Period	Commitments	Obligations	Reserved Journals	Actuals, Encumbrances, Reserved	Budget Remaining	Budget Used (%)
Revenue	1,035,520.00	695,158.67	0.00	0.00	0.00	0	(695,159)	340,361.33	67.13%
4330000:Intergovernmental Revenues - Federal	1,035,520.00	695,158.67	0.00	0.00	0.00	0	(695,159)	340,361.33	67.13%
Total Revenue	**1,035,520.00**	**695,158.67**	**0.00**	**0.00**	**0.00**	**0**	**(695,159)**	**340,361.33**	**67.13%**
Expenditures	1,035,520.00	695,158.67	0.00	0.00	261,007.41	0	956,166	79,353.92	92.34%
5700000:Capital Outlays	1,035,520.00	25,468.19	0.00	0.00	261,007.41	0	286,476	749,044.40	27.66%
5781000:CIP - Projects Crossing Fiscal years	0.00	669,690.48	0.00	0.00	0.00	0	669,690	(669,690.48)	0.00%
Total Expenditures	**1,035,520.00**	**695,158.67**	**0.00**	**0.00**	**261,007.41**	**0**	**956,166**	**79,353.92**	**92.34%**
Total Revenue	**1,035,520.00**	**695,158.67**	**0.00**	**0.00**	**0.00**	**0**	**(695,159)**	**340,361.33**	**67.13%**
Total Expenditures	**1,035,520.00**	**695,158.67**	**0.00**	**0.00**	**261,007.41**	**0**	**956,166**	**79,353.92**	**92.34%**
Net Total (Revenue - Expense)	**0.00**	**0.00**	**0.00**	**0.00**	**(261,007.41)**	**0**	**261,007**	**261,007.41**	**0.00%**

Company for Organization Reporting: The County of Galveston
Grant: GR-0000073 Jail Control System Retrofit
Period: FY2026 - Jun
Book: Modified Accrual

Fund	Cost Center	Grant	Project	Program	Ledger Account	Revenue Category	Spend Category	Budget	Actuals (LTD)	Actuals Current Period	Commitments	Obligations	Reserved Journals	Actuals, Encumbrances, Reserved	Budget Remaining	Budget Used (%)
2901 American Rescue Plan Stimulus Fund	159100 Information Technology	GR-0000073 Jail Control System Retrofit	(Blank)	(Blank)	4330000:Intergovernmental Revenues - Federal	Other Financial Assistance	(Blank)	(496,000.00)	(481,200.00)	0.00	0.00	0.00	0	(481,200)	(14,800.00)	97.02%
2901 American Rescue Plan Stimulus Fund	159100 Information Technology	GR-0000073 Jail Control System Retrofit	(Blank)	(Blank)	5415000:Consulting and Special Studies	(Blank)	Interlocal Agreement	0.00	0.00	0.00	0.00	0.00	0	0	0.00	0.00%
2901 American Rescue Plan Stimulus Fund	159100 Information Technology	GR-0000073 Jail Control System Retrofit	(Blank)	(Blank)	5415000:Consulting and Special Studies	(Blank)	Other Consultants / Special Studies	496,000.00	481,200.00	0.00	0.00	14,800.00	0	496,000	0.00	100.00%

Company for Organization Reporting: The County of Galveston
Grant: GR-0000073 Jail Control System Retrofit
Period: FY2026 - Jun
Book: Modified Accrual

GR-0000073 Jail Control System Retrofit									
Ledger Account	Budget	Actuals (LTD)	Actuals Current Period	Commitments	Obligations	Reserved Journals	Actuals, Encumbrances, Reserved	Budget Remaining	Budget Used (%)
Revenue	496,000.00	481,200.00	0.00	0.00	0.00	0	(481,200)	14,800.00	97.02%
4330000:Intergovernmental Revenues - Federal	496,000.00	481,200.00	0.00	0.00	0.00	0	(481,200)	14,800.00	97.02%
Total Revenue	**496,000.00**	**481,200.00**	**0.00**	**0.00**	**0.00**	**0**	**(481,200)**	**14,800.00**	**97.02%**
Expenditures	496,000.00	481,200.00	0.00	0.00	14,800.00	0	496,000	0.00	100.00%
5415000:Consulting and Special Studies	496,000.00	481,200.00	0.00	0.00	14,800.00	0	496,000	0.00	100.00%
Total Expenditures	**496,000.00**	**481,200.00**	**0.00**	**0.00**	**14,800.00**	**0**	**496,000**	**0.00**	**100.00%**
Total Revenue	**496,000.00**	**481,200.00**	**0.00**	**0.00**	**0.00**	**0**	**(481,200)**	**14,800.00**	**97.02%**
Total Expenditures	**496,000.00**	**481,200.00**	**0.00**	**0.00**	**14,800.00**	**0**	**496,000**	**0.00**	**100.00%**
Net Total (Revenue - Expense)	**0.00**	**0.00**	**0.00**	**0.00**	**(14,800.00)**	**0**	**14,800**	**14,800.00**	**0.00%**

Company for Organization Reporting: The County of Galveston
Grant: GR-0000088 Mental Health
Period: FY2026 - Jun
Book: Modified Accrual

Fund	Cost Center	Grant	Project	Program	Ledger Account	Revenue Category	Spend Category	Budget	Actuals (LTD)	Actuals Current Period	Commitments	Obligations	Reserved Journals	Actuals, Encumbrances, Reserved	Budget Remaining	Budget Used (%)
2901 American Rescue Plan Stimulus Fund	111000 County Judge	GR-0000088 Mental Health	(Blank)	(Blank)	4330000:Intergovernmental Revenues - Federal	Other Financial Assistance	(Blank)	0.00	0.00	0.00	0.00	0.00	0	0	0.00	0.00%
2901 American Rescue Plan Stimulus Fund	111000 County Judge	GR-0000088 Mental Health	(Blank)	(Blank)	5700000:Capital Outlays	(Blank)	Building Improvements	0.00	0.00	0.00	0.00	0.00	0	0	0.00	0.00%
2901 American Rescue Plan Stimulus Fund	111000 County Judge	GR-0000088 Mental Health	(Blank)	(Blank)	5700000:Capital Outlays	(Blank)	Buildings	0.00	0.00	0.00	0.00	0.00	0	0	0.00	0.00%
2901 American Rescue Plan Stimulus Fund	411010 Public Health	GR-0000088 Mental Health	Behavior Health Observation Unit	(Blank)	4330000:Intergovernmental Revenues - Federal	Other Financial Assistance	(Blank)	(504,015.45)	(13,059,791.00)	0.00	0.00	0.00	0	(13,059,791)	12,555,775.55	2,591.15%
2901 American Rescue Plan Stimulus Fund	411010 Public Health	GR-0000088 Mental Health	Behavior Health Observation Unit	(Blank)	4330000:Intergovernmental Revenues - Federal	(Blank)	(Blank)	0.00	0.00	0.00	0.00	0.00	0	0	0.00	0.00%
2901 American Rescue Plan Stimulus Fund	411010 Public Health	GR-0000088 Mental Health	Behavior Health Observation Unit	(Blank)	5700000:Capital Outlays	(Blank)	Building Improvements	0.00	21,125.00	0.00	0.00	0.00	0	21,125	(21,125.00)	0.00%
2901 American Rescue Plan Stimulus Fund	411010 Public Health	GR-0000088 Mental Health	Behavior Health Observation Unit	(Blank)	5700000:Capital Outlays	(Blank)	Buildings	9,924,622.65	9,924,622.65	0.00	0.00	197,469.37	0	10,122,092	(197,469.37)	101.99%
2901 American Rescue Plan Stimulus Fund	411010 Public Health	GR-0000088 Mental Health	Behavior Health Observation Unit	(Blank)	5700000:Capital Outlays	(Blank)	Buildings - Goods	1,398,116.42	0.00	0.00	0.00	0.00	0	0	1,398,116.42	0.00%
2901 American Rescue Plan Stimulus Fund	411010 Public Health	GR-0000088 Mental Health	Behavior Health Observation Unit	(Blank)	5700000:Capital Outlays	(Blank)	Buildings - Services	599,192.75	0.00	0.00	0.00	0.00	0	0	599,192.75	0.00%
2901 American Rescue Plan Stimulus Fund	411010 Public Health	GR-0000088 Mental Health	Behavior Health Observation Unit	(Blank)	5700000:Capital Outlays	(Blank)	Furniture and Fixtures	504,015.45	501,734.44	0.00	0.00	0.00	0	501,734	2,281.01	99.55%
2901 American Rescue Plan Stimulus Fund	411010 Public Health	GR-0000088 Mental Health	Behavior Health Observation Unit	(Blank)	5700000:Capital Outlays	(Blank)	(Blank)	0.00	0.00	0.00	0.00	0.00	0	0	0.00	0.00%
2901 American Rescue Plan Stimulus Fund	411010 Public Health	GR-0000088 Mental Health	Behavior Health Observation Unit	(Blank)	5781000:CIP - Projects Crossing Fiscal years	(Blank)	Buildings	0.00	2,612,308.91	0.00	0.00	0.00	0	2,612,309	(2,612,308.91)	0.00%

Fund	Cost Center	Grant	Project	Program	Ledger Account	Revenue Category	Spend Category	Budget	Actuals (LTD)	Actuals Current Period	Commitments	Obligations	Reserved Journals	Actuals, Encumbrances, Reserved	Budget Remaining	Budget Used (%)
2901 American Rescue Plan Stimulus Fund	411010 Public Health	GR-0000088 Mental Health	(Blank)	(Blank)	4330000:Intergovernmental Revenues - Federal	Other Financial Assistance	(Blank)	(11,943,056.82)	0.00	0.00	0.00	0.00	0	0	(11,943,056.82)	0.00%
2901 American Rescue Plan Stimulus Fund	411010 Public Health	GR-0000088 Mental Health	(Blank)	(Blank)	5700000:Capital Outlays	(Blank)	Building Improvements	21,125.00	0.00	0.00	0.00	0.00	0	0	21,125.00	0.00%

Company for Organization Reporting: The County of Galveston
Grant: GR-0000088 Mental Health
Period: FY2026 - Jun
Book: Modified Accrual

GR-0000088 Mental Health									
Ledger Account	Budget	Actuals (LTD)	Actuals Current Period	Commitments	Obligations	Reserved Journals	Actuals, Encumbrances, Reserved	Budget Remaining	Budget Used (%)
Revenue	12,447,072.27	13,059,791.00	0.00	0.00	0.00	0	(13,059,791)	(612,718.73)	104.92%
4330000:Intergovernmental Revenues - Federal	12,447,072.27	13,059,791.00	0.00	0.00	0.00	0	(13,059,791)	(612,718.73)	104.92%
Total Revenue	**12,447,072.27**	**13,059,791.00**	**0.00**	**0.00**	**0.00**	**0**	**(13,059,791)**	**(612,718.73)**	**104.92%**
Expenditures	12,447,072.27	13,059,791.00	0.00	0.00	197,469.37	0	13,257,260	(810,188.10)	106.51%
5700000:Capital Outlays	12,447,072.27	10,447,482.09	0.00	0.00	197,469.37	0	10,644,951	1,802,120.81	85.52%
5781000:CIP - Projects Crossing Fiscal years	0.00	2,612,308.91	0.00	0.00	0.00	0	2,612,309	(2,612,308.91)	0.00%
Total Expenditures	**12,447,072.27**	**13,059,791.00**	**0.00**	**0.00**	**197,469.37**	**0**	**13,257,260**	**(810,188.10)**	**106.51%**
Total Revenue	**12,447,072.27**	**13,059,791.00**	**0.00**	**0.00**	**0.00**	**0**	**(13,059,791)**	**(612,718.73)**	**104.92%**
Total Expenditures	**12,447,072.27**	**13,059,791.00**	**0.00**	**0.00**	**197,469.37**	**0**	**13,257,260**	**(810,188.10)**	**106.51%**
Net Total (Revenue - Expense)	**0.00**	**0.00**	**0.00**	**0.00**	**(197,469.37)**	**0**	**197,469**	**197,469.37**	**0.00%**

Company for Organization Reporting: The County of Galveston
Grant: GR-0000591 Ditch N16 Widening
Period: FY2026 - Jun
Book: Modified Accrual

Fund	Cost Center	Grant	Project	Program	Ledger Account	Revenue Category	Spend Category	Budget	Actuals (LTD)	Actuals Current Period	Commitments	Obligations	Reserved Journals	Actuals, Encumbrances, Reserved	Budget Remaining	Budget Used (%)
2901 American Rescue Plan Stimulus Fund	190100 County Engineer	GR-0000591 Ditch N16 Widening	(Blank)	(Blank)	4330000:Intergovernmental Revenues - Federal	Other Financial Assistance	(Blank)	0.00	0.00	0.00	0.00	0.00	0	0	0.00	0.00%
2901 American Rescue Plan Stimulus Fund	190100 County Engineer	GR-0000591 Ditch N16 Widening	(Blank)	(Blank)	5700000:Capital Outlays	(Blank)	Flood Control/Drainage	0.00	0.00	0.00	0.00	0.00	0	0	0.00	0.00%
2901 American Rescue Plan Stimulus Fund	312110 Road Department	GR-0000591 Ditch N16 Widening	Bacliff Drainage 16N Ditch	(Blank)	4330000:Intergovernmental Revenues - Federal	Other Financial Assistance	(Blank)	(34,087.10)	(2,237,557.38)	0.00	0.00	0.00	0	(2,237,557)	2,203,470.28	6,564.24%
2901 American Rescue Plan Stimulus Fund	312110 Road Department	GR-0000591 Ditch N16 Widening	Bacliff Drainage 16N Ditch	(Blank)	5700000:Capital Outlays	(Blank)	Flood Control/Drainage	1,863,221.94	1,398,041.48	0.00	0.00	7,413.07	0	1,405,455	457,767.39	75.43%
2901 American Rescue Plan Stimulus Fund	312110 Road Department	GR-0000591 Ditch N16 Widening	Bacliff Drainage 16N Ditch	(Blank)	5781000:CIP - Projects Crossing Fiscal years	(Blank)	Flood Control/Drainage	0.00	423,667.30	0.00	0.00	0.00	0	423,667	(423,667.30)	0.00%
2901 American Rescue Plan Stimulus Fund	312110 Road Department	GR-0000591 Ditch N16 Widening	(Blank)	(Blank)	4330000:Intergovernmental Revenues - Federal	Other Financial Assistance	(Blank)	(1,829,134.84)	0.00	0.00	0.00	0.00	0	0	(1,829,134.84)	0.00%

Company for Organization Reporting: The County of Galveston
Grant: GR-0000591 Ditch N16 Widening
Period: FY2026 - Jun
Book: Modified Accrual

GR-0000591 Ditch N16 Widening									
Ledger Account	Budget	Actuals (LTD)	Actuals Current Period	Commitments	Obligations	Reserved Journals	Actuals, Encumbrances, Reserved	Budget Remaining	Budget Used (%)
Revenue	1,863,221.94	2,237,557.38	0.00	0.00	0.00	0	(2,237,557)	(374,335.44)	120.09%
4330000:Intergovernmental Revenues - Federal	1,863,221.94	2,237,557.38	0.00	0.00	0.00	0	(2,237,557)	(374,335.44)	120.09%
Total Revenue	**1,863,221.94**	**2,237,557.38**	**0.00**	**0.00**	**0.00**	**0**	**(2,237,557)**	**(374,335.44)**	**120.09%**
Expenditures	1,863,221.94	1,821,708.78	0.00	0.00	7,413.07	0	1,829,122	34,100.09	98.17%
5700000:Capital Outlays	1,863,221.94	1,398,041.48	0.00	0.00	7,413.07	0	1,405,455	457,767.39	75.43%
5781000:CIP - Projects Crossing Fiscal years	0.00	423,667.30	0.00	0.00	0.00	0	423,667	(423,667.30)	0.00%
Total Expenditures	**1,863,221.94**	**1,821,708.78**	**0.00**	**0.00**	**7,413.07**	**0**	**1,829,122**	**34,100.09**	**98.17%**
Total Revenue	**1,863,221.94**	**2,237,557.38**	**0.00**	**0.00**	**0.00**	**0**	**(2,237,557)**	**(374,335.44)**	**120.09%**
Total Expenditures	**1,863,221.94**	**1,821,708.78**	**0.00**	**0.00**	**7,413.07**	**0**	**1,829,122**	**34,100.09**	**98.17%**
Net Total (Revenue - Expense)	**0.00**	**415,848.60**	**0.00**	**0.00**	**(7,413.07)**	**0**	**(408,436)**	**(408,435.53)**	**0.00%**

Company for Organization Reporting: The County of Galveston
Grant: GR-0000592 15th Street Culverts
Period: FY2026 - Jun
Book: Modified Accrual

Fund	Cost Center	Grant	Project	Program	Ledger Account	Revenue Category	Spend Category	Budget	Actuals (LTD)	Actuals Current Period	Commitments	Obligations	Reserved Journals	Actuals, Encumbrances, Reserved	Budget Remaining	Budget Used (%)
2901 American Rescue Plan Stimulus Fund	190100 County Engineer	GR-0000592 15th Street Culverts	(Blank)	(Blank)	4330000:Intergovernmental Revenues - Federal	Other Financial Assistance	(Blank)	0.00	0.00	0.00	0.00	0.00	0	0	0.00	0.00%
2901 American Rescue Plan Stimulus Fund	190100 County Engineer	GR-0000592 15th Street Culverts	(Blank)	(Blank)	5700000:Capital Outlays	(Blank)	Flood Control/Drainage	0.00	0.00	0.00	0.00	0.00	0	0	0.00	0.00%
2901 American Rescue Plan Stimulus Fund	312110 Road Department	GR-0000592 15th Street Culverts	Bacliff Drainage 15th St	(Blank)	4330000:Intergovernmental Revenues - Federal	Other Financial Assistance	(Blank)	(3,268.60)	(303,508.67)	0.00	0.00	0.00	0	(303,509)	300,240.07	9,285.59%
2901 American Rescue Plan Stimulus Fund	312110 Road Department	GR-0000592 15th Street Culverts	Bacliff Drainage 15th St	(Blank)	5700000:Capital Outlays	(Blank)	Flood Control/Drainage	306,000.00	108,574.11	0.00	0.00	56,349.13	0	164,923	141,076.76	53.90%
2901 American Rescue Plan Stimulus Fund	312110 Road Department	GR-0000592 15th Street Culverts	Bacliff Drainage 15th St	(Blank)	5781000:CIP - Projects Crossing Fiscal years	(Blank)	Flood Control/Drainage	0.00	37,154.16	0.00	0.00	0.00	0	37,154	(37,154.16)	0.00%
2901 American Rescue Plan Stimulus Fund	312110 Road Department	GR-0000592 15th Street Culverts	(Blank)	(Blank)	4330000:Intergovernmental Revenues - Federal	Other Financial Assistance	(Blank)	(302,731.40)	0.00	0.00	0.00	0.00	0	0	(302,731.40)	0.00%

Company for Organization Reporting: The County of Galveston
Grant: GR-0000592 15th Street Culverts
Period: FY2026 - Jun
Book: Modified Accrual

GR-0000592 15th Street Culverts									
Ledger Account	Budget	Actuals (LTD)	Actuals Current Period	Commitments	Obligations	Reserved Journals	Actuals, Encumbrances, Reserved	Budget Remaining	Budget Used (%)
Revenue	306,000.00	303,508.67	0.00	0.00	0.00	0	(303,509)	2,491.33	99.19%
4330000:Intergovernmental Revenues - Federal	306,000.00	303,508.67	0.00	0.00	0.00	0	(303,509)	2,491.33	99.19%
Total Revenue	**306,000.00**	**303,508.67**	**0.00**	**0.00**	**0.00**	**0**	**(303,509)**	**2,491.33**	**99.19%**
Expenditures	306,000.00	145,728.27	0.00	0.00	56,349.13	0	202,077	103,922.60	66.04%
5700000:Capital Outlays	306,000.00	108,574.11	0.00	0.00	56,349.13	0	164,923	141,076.76	53.90%
5781000:CIP - Projects Crossing Fiscal years	0.00	37,154.16	0.00	0.00	0.00	0	37,154	(37,154.16)	0.00%
Total Expenditures	**306,000.00**	**145,728.27**	**0.00**	**0.00**	**56,349.13**	**0**	**202,077**	**103,922.60**	**66.04%**
Total Revenue	**306,000.00**	**303,508.67**	**0.00**	**0.00**	**0.00**	**0**	**(303,509)**	**2,491.33**	**99.19%**
Total Expenditures	**306,000.00**	**145,728.27**	**0.00**	**0.00**	**56,349.13**	**0**	**202,077**	**103,922.60**	**66.04%**
Net Total (Revenue - Expense)	**0.00**	**157,780.40**	**0.00**	**0.00**	**(56,349.13)**	**0**	**(101,431)**	**(101,431.27)**	**0.00%**

Company for Organization Reporting: The County of Galveston
Grant: GR-0000593 10th Street Outfall Ditch
Period: FY2026 - Jun
Book: Modified Accrual

Fund	Cost Center	Grant	Project	Program	Ledger Account	Revenue Category	Spend Category	Budget	Actuals (LTD)	Actuals Current Period	Commitments	Obligations	Reserved Journals	Actuals, Encumbrances, Reserved	Budget Remaining	Budget Used (%)
2901 American Rescue Plan Stimulus Fund	190100 County Engineer	GR-0000593 10th Street Outfall Ditch	Bacliff Drainage 10th St	(Blank)	4330000:Intergovernmental Revenues - Federal	Other Financial Assistance	(Blank)	0.00	0.00	0.00	0.00	0.00	0	0	0.00	0.00%
2901 American Rescue Plan Stimulus Fund	190100 County Engineer	GR-0000593 10th Street Outfall Ditch	Bacliff Drainage 10th St	(Blank)	5700000:Capital Outlays	(Blank)	Flood Control/Drainage	0.00	0.00	0.00	0.00	0.00	0	0	0.00	0.00%
2901 American Rescue Plan Stimulus Fund	190100 County Engineer	GR-0000593 10th Street Outfall Ditch	(Blank)	(Blank)	4330000:Intergovernmental Revenues - Federal	Other Financial Assistance	(Blank)	0.00	0.00	0.00	0.00	0.00	0	0	0.00	0.00%
2901 American Rescue Plan Stimulus Fund	312110 Road Department	GR-0000593 10th Street Outfall Ditch	Bacliff Drainage 10th St	(Blank)	4330000:Intergovernmental Revenues - Federal	Other Financial Assistance	(Blank)	(25,421.60)	(701,304.21)	0.00	0.00	0.00	0	(701,304)	675,882.61	2,758.69%
2901 American Rescue Plan Stimulus Fund	312110 Road Department	GR-0000593 10th Street Outfall Ditch	Bacliff Drainage 10th St	(Blank)	5700000:Capital Outlays	(Blank)	Flood Control/Drainage	577,000.00	357,956.35	0.00	0.00	0.00	0	357,956	219,043.65	62.04%
2901 American Rescue Plan Stimulus Fund	312110 Road Department	GR-0000593 10th Street Outfall Ditch	Bacliff Drainage 10th St	(Blank)	5781000:CIP - Projects Crossing Fiscal years	(Blank)	Flood Control/Drainage	0.00	197,857.06	0.00	0.00	0.00	0	197,857	(197,857.06)	0.00%
2901 American Rescue Plan Stimulus Fund	312110 Road Department	GR-0000593 10th Street Outfall Ditch	(Blank)	(Blank)	4330000:Intergovernmental Revenues - Federal	Other Financial Assistance	(Blank)	(551,578.40)	0.00	0.00	0.00	0.00	0	0	(551,578.40)	0.00%

Company for Organization Reporting: The County of Galveston
Grant: GR-0000593 10th Street Outfall Ditch
Period: FY2026 - Jun
Book: Modified Accrual

GR-0000593 10th Street Outfall Ditch									
Ledger Account	Budget	Actuals (LTD)	Actuals Current Period	Commitments	Obligations	Reserved Journals	Actuals, Encumbrances, Reserved	Budget Remaining	Budget Used (%)
Revenue	577,000.00	701,304.21	0.00	0.00	0.00	0	(701,304)	(124,304.21)	121.54%
4330000:Intergovernmental Revenues - Federal	577,000.00	701,304.21	0.00	0.00	0.00	0	(701,304)	(124,304.21)	121.54%
Total Revenue	**577,000.00**	**701,304.21**	**0.00**	**0.00**	**0.00**	**0**	**(701,304)**	**(124,304.21)**	**121.54%**
Expenditures	577,000.00	555,813.41	0.00	0.00	0.00	0	555,813	21,186.59	96.33%
5700000:Capital Outlays	577,000.00	357,956.35	0.00	0.00	0.00	0	357,956	219,043.65	62.04%
5781000:CIP - Projects Crossing Fiscal years	0.00	197,857.06	0.00	0.00	0.00	0	197,857	(197,857.06)	0.00%
Total Expenditures	**577,000.00**	**555,813.41**	**0.00**	**0.00**	**0.00**	**0**	**555,813**	**21,186.59**	**96.33%**
Total Revenue	**577,000.00**	**701,304.21**	**0.00**	**0.00**	**0.00**	**0**	**(701,304)**	**(124,304.21)**	**121.54%**
Total Expenditures	**577,000.00**	**555,813.41**	**0.00**	**0.00**	**0.00**	**0**	**555,813**	**21,186.59**	**96.33%**
Net Total (Revenue - Expense)	**0.00**	**145,490.80**	**0.00**	**0.00**	**0.00**	**0**	**(145,491)**	**(145,490.80)**	**0.00%**

Company for Organization Reporting: The County of Galveston
Grant: GR-0000708 Avenue P Drainage in Santa Fe
Period: FY2026 - Jun
Book: Modified Accrual

Fund	Cost Center	Grant	Project	Program	Ledger Account	Revenue Category	Spend Category	Budget	Actuals (LTD)	Actuals Current Period	Commitments	Obligations	Reserved Journals	Actuals, Encumbrances, Reserved	Budget Remaining	Budget Used (%)
2901 American Rescue Plan Stimulus Fund	190100 County Engineer	GR-0000708 Avenue P Drainage in Santa Fe	(Blank)	(Blank)	4330000:Intergovernmental Revenues - Federal	Other Financial Assistance	(Blank)	0.00	0.00	0.00	0.00	0.00	0	0	0.00	0.00%
2901 American Rescue Plan Stimulus Fund	190100 County Engineer	GR-0000708 Avenue P Drainage in Santa Fe	(Blank)	(Blank)	5415000:Consulting and Special Studies	(Blank)	Interlocal Agreement	0.00	0.00	0.00	0.00	0.00	0	0	0.00	0.00%
2901 American Rescue Plan Stimulus Fund	312110 Road Department	GR-0000708 Avenue P Drainage in Santa Fe	(Blank)	(Blank)	4330000:Intergovernmental Revenues - Federal	Other Financial Assistance	(Blank)	(842,597.46)	(813,068.39)	0.00	0.00	0.00	0	(813,068)	(29,529.07)	96.50%
2901 American Rescue Plan Stimulus Fund	312110 Road Department	GR-0000708 Avenue P Drainage in Santa Fe	(Blank)	(Blank)	4330000:Intergovernmental Revenues - Federal	(Blank)	(Blank)	0.00	0.00	0.00	0.00	0.00	0	0	0.00	0.00%
2901 American Rescue Plan Stimulus Fund	312110 Road Department	GR-0000708 Avenue P Drainage in Santa Fe	(Blank)	(Blank)	5415000:Consulting and Special Studies	(Blank)	Interlocal Agreement	842,597.46	813,068.39	0.00	0.00	0.00	0	813,068	29,529.07	96.50%
2901 American Rescue Plan Stimulus Fund	312110 Road Department	GR-0000708 Avenue P Drainage in Santa Fe	(Blank)	(Blank)	5415000:Consulting and Special Studies	(Blank)	(Blank)	0.00	0.00	0.00	0.00	0.00	0	0	0.00	0.00%

Company for Organization Reporting: The County of Galveston
Grant: GR-0000708 Avenue P Drainage in Santa Fe
Period: FY2026 - Jun
Book: Modified Accrual

GR-0000708 Avenue P Drainage in Santa Fe									
Ledger Account	Budget	Actuals (LTD)	Actuals Current Period	Commitments	Obligations	Reserved Journals	Actuals, Encumbrances, Reserved	Budget Remaining	Budget Used (%)
Revenue	842,597.46	813,068.39	0.00	0.00	0.00	0	(813,068)	29,529.07	96.50%
4330000:Intergovernmental Revenues - Federal	842,597.46	813,068.39	0.00	0.00	0.00	0	(813,068)	29,529.07	96.50%
Total Revenue	**842,597.46**	**813,068.39**	**0.00**	**0.00**	**0.00**	**0**	**(813,068)**	**29,529.07**	**96.50%**
Expenditures	842,597.46	813,068.39	0.00	0.00	0.00	0	813,068	29,529.07	96.50%
5415000:Consulting and Special Studies	842,597.46	813,068.39	0.00	0.00	0.00	0	813,068	29,529.07	96.50%
Total Expenditures	**842,597.46**	**813,068.39**	**0.00**	**0.00**	**0.00**	**0**	**813,068**	**29,529.07**	**96.50%**
Total Revenue	**842,597.46**	**813,068.39**	**0.00**	**0.00**	**0.00**	**0**	**(813,068)**	**29,529.07**	**96.50%**
Total Expenditures	**842,597.46**	**813,068.39**	**0.00**	**0.00**	**0.00**	**0**	**813,068**	**29,529.07**	**96.50%**
Net Total (Revenue - Expense)	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0**	**0**	**0.00**	**0.00%**

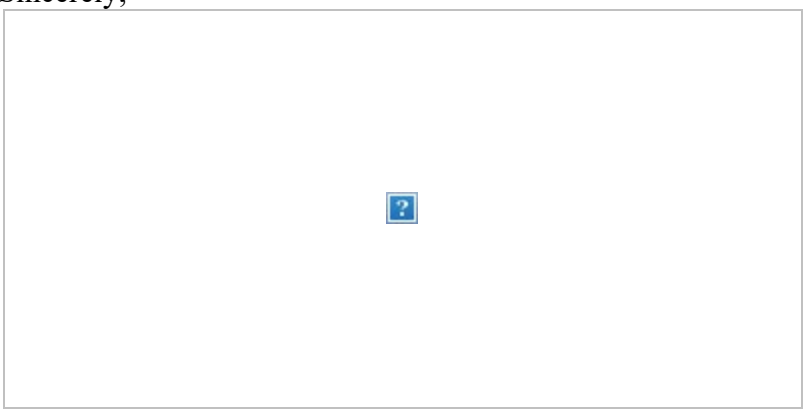
From: Pitts, Mary
To: Schumann, Austin
Cc: Gomez, Rodolfo; Clemmer, Lee; Delgado, Joselyne
Subject: RE: ARPA Budget Amendment Request
Date: Tuesday, June 23, 2026 8:53:29 AM
Attachments: image001.png
image002.png
Pay App #14 - 2.28.26 - $70,020.pdf
Pay App #15 - 3.31..26 - $69,750.pdf

Good morning, Austin,

I hope you're having a nice day. Unfortunately, it doesn't appear the $92,119.52 difference ties to one specific invoice. Thank you so much for offering to reclass the difference, you're awesome!

Please see attached the most recent invoices/pay apps to aid in reclassification.

Thank you!
Sincerely,



From: Schumann, Austin <Austin.Schumann@galvestoncountytx.gov>
Sent: Tuesday, June 23, 2026 8:22 AM
To: Pitts, Mary <Mary.Pitts@galvestoncountytx.gov>
Cc: Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>; Clemmer, Lee <Lee.Clemmer@galvestoncountytx.gov>; Delgado, Joselyne <Joselyne.Delgado@galvestoncountytx.gov>
Subject: RE: ARPA Budget Amendment Request

Good morning, Mary,

Yes, I can do the BAT for the capital project entry. On the project budget report, it looks like there is a budget of $423,669.45 remaining. I can also reclassify a past invoice if needed to the ARPA grant fund, but was wondering if this difference ($92,119.52) was tied to a specific invoice? Thank you!

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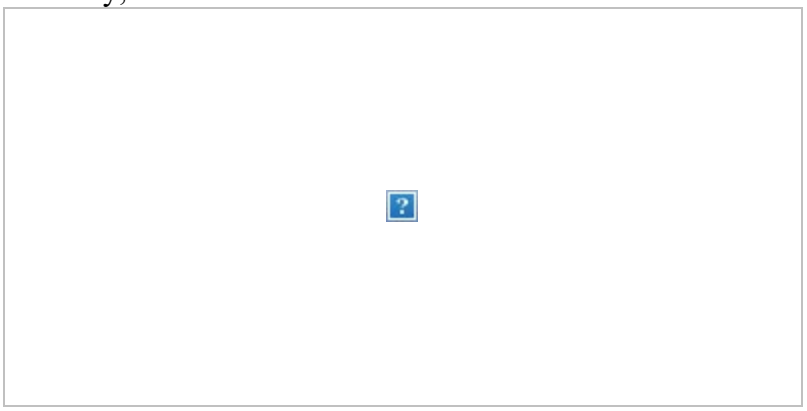


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Cc: Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>; Clemmer, Lee <Lee.Clemmer@galvestoncountytx.gov>; Delgado, Joselyne <Joselyne.Delgado@galvestoncountytx.gov>
Subject: ARPA Budget Amendment Request

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I hope you're doing well and had a nice weekend. At your earliest convenience, please review the attachment. The top portion of the attachment, labeled "Grants" includes information to aid in posting a budget amendment within the grants/projects modules (ARPA fund) I'd like to request be placed/completed ("Capital" portion at the bottom of the attachment is planned to be placed on the next CC). Please feel welcome to reach out with any concerns or questions. Thank you so much!

Sincerely,



GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*5.

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

Request amendment for County Capital Projects Fund-to reduce Jail Access Control System Project budget under the capital project fund-for the project to be grant-funded

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	6/26/26 9:58 am

View Budget Amendment: Budget Amendment: - Project LTD Budget on 07/06/2026 : BAT-0000714

Company The County of Galveston
Plan Template Project LTD Budget : Jail Access Control Architect Budget
Plan Jail Access Control Architect Budget
Organizing Dimension Type
Amendment ID BAT-0000714
Amendment Date 07/06/2026
Description 07.06 CC-BAT to reduce budget for Project-Jail Access Control System (Budgeted now through ARPA Grant)
Amendment Type Project Budget Amendment
Balanced Amendment Yes
Entry Type Project
Status In Progress
Plan Currency USD

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Spend Category	Revenue Category	*Project	Debit Amount	Credit Amount	Currency Rate	Base Debit Amount	Base Credit Amount	Base Currency	Memo	Exceptions
10/01/2021 - 09/30/2026 (Jail Access Control Architect Budget)	5700000:Capital Outlays	159100 Information Technology	3100 County Capital Projects Fund	Building Improvements - Services		Jail Access Control Architect	$0.00	$515,788.97	1	0.00	515,788.97	USD	07.06 CC-BAT to reduce budget for Project-Jail Access Control System (Budgeted now through ARPA Grant)	
10/01/2021 - 09/30/2026 (Jail Access Control Architect Budget)	4911000:Transfers - General Fund	159100 Information Technology	3100 County Capital Projects Fund		Transfer from General Fund	Jail Access Control Architect	$515,788.97	$0.00	1	515,788.97	0.00	USD	07.06 CC-BAT to reduce budget for Project-Jail Access Control System (Budgeted now through ARPA Grant)	

07.06 CC Project BAT-Jail Access Control-Reduce Budget to move to ARPA.pdf

File Name 07.06 CC Project BAT-Jail Access Control-Reduce Budget to move to ARPA.pdf
Content Type application/pdf
Updated By Austin Schumann
Upload Date 06/24/2026 11:48:50 AM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	06/23/2026 09:30:01 AM	06/24/2026	Austin Schumann	1	

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Budget Specialist	Approved	06/23/2026 11:40:43 AM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		06/24/2026		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Sent Back	06/24/2026 11:46:53 AM		Lauren Swift (Payroll Accountant)	1	Send Back Reason from Lauren Swift: Per Austin, send back for corrections
Budget Amendment Event	Budget Amendment Event	Submitted	06/24/2026 11:48:50 AM	06/24/2026	Austin Schumann	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	06/24/2026 11:57:46 AM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		06/24/2026		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	06/25/2026 10:49:09 AM		Lauren Swift (Payroll Accountant)	1	
Budget Amendment Event	Approval by Cost Center Manager	Awaiting Action		06/27/2026	Misty Witmer (Cost Center Manager)	1	

COUNTY OF GALVESTON

BUDGET ENTRIES

WORKDAY FINANCIAL SYSTEM

Workday Journal Entry#:

DESCRIPTION/WORKTAG	Accounts					Debit (+)	Credit (-)
	FUND NUMBER	COST CENTER	LEDGER ACCOUNT	SPEND/REVENUE CATEGORY	Project Worktag		
	3100	159100	4911000	Transfer from General Fund	Jail Access Control Architect	515,788.97	
	3100	159100	5700000	Building Improvements-Services	Jail Access Control Architect		515,788.97
07.06 CC-BAT to reduce budget for Project-Jail Access Control System (Budgeted now through ARPA Grant)							
						$ 515,788.97	$ 515,788.97

Prepared/Posted by: Austin Schumann **Accounting Date:** 7/6/2026

Approved in Workday by: Kenna Pruitt

BA 7/6/26	Project	Transfer Amount	Grant Worktag	Project Worktag	Fund	Cost Center	LA	SC	Notes
Grants									
From	Bacliff and San Leon	261,007.41	GR-0000028	Bacliff & San Leon Culvert	2901	312110	5700000: Capital Outlays	Flood Control / Drainage	Ask Sabrina to deobligate (PO-0003000) $261,007.41
From	Ave P	29,529.07	GR-0000708	NA	2901	312110	5415000: Consulting and Special Studies	Interlocal Agreement	
From	MHEOU	2,281.01	GR-0000088	Behavior Health Observation Unit	2901	411010	5700000: Capital Outlays	Furniture and Fixtures	
From	Bacliff Drainage Improvements	222,971.48	GR-0000593 GR-0000592 GR-0000591	Bacliff Drainage 10th St Bacliff Drainage 15th St Bacliff Drainage 16N Ditch	2901	312110	5700000: Capital Outlays	Flood Control / Drainage	Ask Sabrina to deobligate (PO-0005537) $63,762.20
To	Jail Control System Retrofit	515,788.97	GR-0000073	NA	2901	159100	5700000: Capital Outlays	Building Improvements - Services	LA & SC will need to be added to the account
Capital Funds									
From		515,788.97		Jail Access Control Architect	3100	159100	5700000: Capital Outlays	Building Improvements - Services	
To		515,788.97			1101	920180	5930000: Reserves - Other	Budgeted Reserves	

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To: Schumann, Austin
Cc: Gomez, Rodolfo; Clemmer, Lee; Delgado, Joselyne
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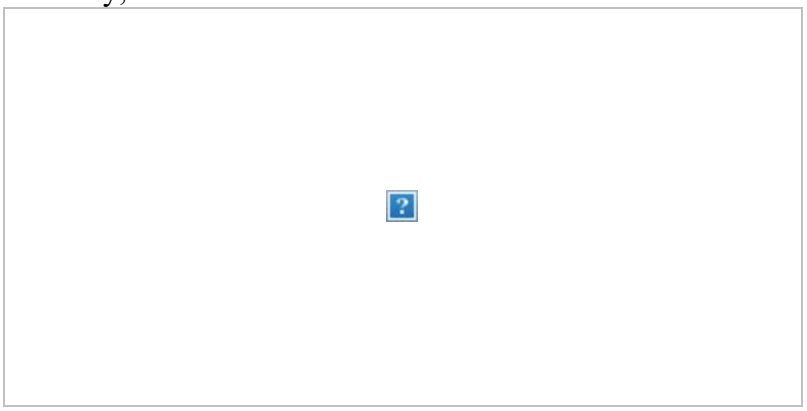


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Sincerely,



Project/Project Hierarchy: Jail Access Control Architect
Period: FY2026 - Jun
Book: Modified Accrual
Plan Structure: Project LTD Budget

Fund	Cost Center	Project	Program	Ledger Account	Spend Category	Revenue Category	Budget	Actuals (LTD)	Actuals (Current Period)	Commitments	Obligations	Reserved Journals	Actuals, Encumbrances, & Reserved	Budget Remaining	Budget Used (%)
3100 County Capital Projects Fund	159100 Information Technology	Jail Access Control Architect	(Blank)	4911000:Transfers - General Fund	(Blank)	Transfer from General Fund	(2,608,855.00)	(2,608,855.00)	0.00	0.00	0.00	0.00	(2,608,855.00)	0.00	100.00%
3100 County Capital Projects Fund	159100 Information Technology	Jail Access Control Architect	(Blank)	5700000:Capital Outlays	Building Improvements	(Blank)	1,723,885.55	1,801,385.55	0.00	0.00	423,669.45	0.00	2,225,055.00	(501,169.45)	129.07%
3100 County Capital Projects Fund	159100 Information Technology	Jail Access Control Architect	(Blank)	5700000:Capital Outlays	Building Improvements - Services	(Blank)	884,969.45	383,800.00	0.00	0.00	0.00	0.00	383,800.00	501,169.45	43.37%
Total Revenue							2,608,855.00	2,608,855.00	0.00	0.00	0.00	0.00	2,608,855.00	0.00	100.00%
Total Expenditures							2,608,855.00	2,185,185.55	0.00	0.00	423,669.45	0.00	2,608,855.00	0.00	100.00%
Net Total (Revenue - Expense)							**0.00**	**423,669.45**	**0.00**	**0.00**	**(423,669.45)**	**0.00**	**0.00**	**0.00**	**0.00%**

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:
County of Galveston, Texas
722 Moody(21st Street)
5th Floor
Galveston TX 77550

PROJECT:
Galveston County Jail Access Control System Replacement
5700 Ball Street
Galveston TX 77551

APPLICATION NO: 14
PERIOD TO: 02/28/2026
PROJECT NO: 212489

FROM CONTRACTOR:
CML Security, LLC
1785 W. 160th Ave
Suite 700
Broomfield CO 80023

ARCHITECT:

CONTRACT NO:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM			$ 2,608,855.00
2. Net change by Change Orders			$ 0.00
3. CONTRACT SUM TO DATE (Line 1+2)			$ 2,608,855.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)			$ 2,107,685.56
5. RETAINAGE:			
10.00	% Completed Work	$ 210,768.56	
10.00	% Stored Materials	$ 0.00	
	Total Retainage		$ 210,768.56
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5)			$ 1,896,917.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from Prior Certificate)			$ 1,826,897.00
8. CURRENT PAYMENT DUE			**$ 70,020.00**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 6)		$ 711,938.00	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months	0.00	0.00
Total Approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES BY CHANGE ORDER	$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: 2/26/2026

State of Colorado, County of Broomfield
Subscribed and sworn to before me this 26th day of February 2026

Notary Public: _____

My Commission Expires 10/17/2026

WENDY GREEN
Notary Public, State of Texas
Comm. Expires 10-17-2026
Notary ID 13002598-9

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... $ 70,020.00

(Attach explanation if amount certified differs from the aount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: 2/26/2026

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Galveston County Jail Access Control System Replacement

APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO: 14
APPLICATION DATE: 02/26/2026
PERIOD TO: 02/28/2026

A	B			E	F	G			I
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED Previous	This Period	MATERIALS STORED	TOTAL COMPLETED & STORED TO DATE		BALANCE TO FINISH	RETAINAGE
1	General Conditions	260,885.00	158,000.00	10,000.00		168,000.00	64.40	92,885.00	16,800.00
2	SEC Engineering/Submitta	75,000.00	72,500.00			72,500.00	96.67	2,500.00	7,250.00
3	Sec Programming	65,000.00	55,000.00			55,000.00	84.62	10,000.00	5,500.00
4	Sec Factory Assembly	50,000.00	47,500.00			47,500.00	95.00	2,500.00	4,750.00
5	Sec Factory Testing	20,000.00	20,000.00			20,000.00	100.00		2,000.00
6	Training	8,140.00						8,140.00	
7	Mobilization	15,000.00	5,000.00			5,000.00	33.33	10,000.00	500.00
8	De-Mobilization	5,000.00						5,000.00	
9	Bond 5%	25,830.00	25,830.00			25,830.00	100.00		2,583.00
10									
11	Sec Materials								
12	Enclosures & Racks	95,000.00	92,500.00			92,500.00	97.37	2,500.00	9,250.00
13	Access Control	80,000.00	80,000.00			80,000.00	100.00		8,000.00
14	Intercom & Paging	335,000.00	335,500.00			335,500.00	100.15	-500.00	33,550.00
15	IP Video & Surveillance	70,000.00	70,000.00			70,000.00	100.00		7,000.00
16	Electronic Components	310,000.00	310,000.00			310,000.00	100.00		31,000.00
17	HMI System	155,000.00	155,500.00			155,500.00	100.32	-500.00	15,550.00
18	Wire & Cable	60,000.00	50,000.00			50,000.00	83.33	10,000.00	5,000.00
19	Conduit	25,000.00	25,000.00			25,000.00	100.00		2,500.00

Galveston County Jail Access Control System Replacement

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A	B			E	F	G			I
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED Previous	This Period	MATERIALS STORED	TOTAL COMPLETED & STORED TO DATE		BALANCE TO FINISH	RETAINAGE
20	Fiber	20,000.00	20,000.00			20,000.00	100.00		2,000.00
21									
22	Fiber Backbone Install								
23	Install New Fiber Backbon	50,000.00	50,000.00			50,000.00	100.00		5,000.00
24									
25	Sec Install Substation								
26	Prefunctional Test / Label	5,000.00	5,000.00			5,000.00	100.00		500.00
27	Demo of Existing System	10,000.00	10,000.00			10,000.00	100.00		1,000.00
28	Repull New Network Drop	10,000.00	10,000.00			10,000.00	100.00		1,000.00
29	Set HMI Workstations / Inte	9,000.00	9,000.00			9,000.00	100.00		900.00
30	Functional Test / Punch	6,000.00	6,000.00			6,000.00	100.00		600.00
31	Final Test / Punch	3,000.00		3,000.00		3,000.00	100.00		300.00
32									
33	Sec Install Area G								
34	Prefunctional Test / Label	14,000.00	14,000.00			14,000.00	100.00		1,400.00
35	Demo of Existing System	25,000.00	25,000.00			25,000.00	100.00		2,500.00
36	Repull New Network Drop	25,000.00	25,000.00			25,000.00	100.00		2,500.00
37	Set HMI Workstations / Inte	25,000.00	15,555.56			15,555.56	62.22	9,444.44	1,555.56
38	Functional Test / Punch	10,000.00	10,000.00			10,000.00	100.00		1,000.00

Galveston County Jail Access Control System Replacement

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39	Final Test / Punch	6,000.00	6,000.00			6,000.00	100.00		600.00
40									
41	Sec Install Area H								
42	Prefunctional Test / Label	14,000.00	14,000.00			14,000.00	100.00		1,400.00
43	Demo of Existing System	25,000.00	25,000.00			25,000.00	100.00		2,500.00
44	Repull New Network Drop	25,000.00	25,000.00			25,000.00	100.00		2,500.00
45	Set HMI Workstations / Inte	25,000.00	25,000.00			25,000.00	100.00		2,500.00
46	Functional Test / Punch	10,000.00	10,000.00			10,000.00	100.00		1,000.00
47	Final Test / Punch	6,000.00	6,000.00			6,000.00	100.00		600.00
48									
49	Sec Install Area F								
50	Prefunctional Test / Label	10,000.00	10,000.00			10,000.00	100.00		1,000.00
51	Demo of Existing System	20,000.00	20,000.00			20,000.00	100.00		2,000.00
52	Repull New Network Drop	25,000.00	25,000.00			25,000.00	100.00		2,500.00
53	Set HMI Workstations / Inte	18,000.00	18,000.00			18,000.00	100.00		1,800.00
54	Functional Test / Punch	7,000.00	7,000.00			7,000.00	100.00		700.00
55	Final Test / Punch	4,000.00	4,000.00			4,000.00	100.00		400.00
56									
57	Sec Install Area I								

Galveston County Jail Access Control System Replacement

APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO: 14
APPLICATION DATE: 02/26/2026
PERIOD TO: 02/28/2026

A	B			E	F	G			I
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED Previous	This Period	MATERIALS STORED	TOTAL COMPLETED & STORED TO DATE		BALANCE TO FINISH	RETAINAGE
58	Prefunctional Test / Label	10,000.00	8,000.00			8,000.00	80.00	2,000.00	800.00
59	Demo of Existing System	20,000.00	18,000.00			18,000.00	90.00	2,000.00	1,800.00
60	Repull New Network Drop	25,000.00	20,000.00			20,000.00	80.00	5,000.00	2,000.00
61	Set HMI Workstations / Inte	18,000.00	16,000.00			16,000.00	88.89	2,000.00	1,600.00
62	Functional Test / Punch	7,000.00	7,000.00			7,000.00	100.00		700.00
63	Final Test / Punch	4,000.00	4,000.00			4,000.00	100.00		400.00
64									
65	Sec Install Area B								
66	Prefunctional Test / Label	7,000.00	7,000.00			7,000.00	100.00		700.00
67	Demo of Existing System	14,000.00	14,000.00			14,000.00	100.00		1,400.00
68	Repull New Network Drop	15,000.00	15,000.00			15,000.00	100.00		1,500.00
69	Set HMI Workstations / Inte	13,000.00	13,000.00			13,000.00	100.00		1,300.00
70	Functional Test / Punch	7,000.00	7,000.00			7,000.00	100.00		700.00
71	Final Test / Punch	4,000.00	4,000.00			4,000.00	100.00		400.00
72									
73	Sec Install Area E								
74	Prefunctional Test / Label	8,000.00		8,000.00		8,000.00	100.00		800.00
75	Demo of Existing System	16,000.00		16,000.00		16,000.00	100.00		1,600.00
76	Repull New Network Drop	22,000.00		22,000.00		22,000.00	100.00		2,200.00

Galveston County Jail Access Control System Replacement

APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO: 14
APPLICATION DATE: 02/26/2026
PERIOD TO: 02/28/2026

A	B			E	F	G			I
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED Previous	This Period	MATERIALS STORED	TOTAL COMPLETED & STORED TO DATE		BALANCE TO FINISH	RETAINAGE
77	Set HMI Workstations / Inte	16,000.00		16,000.00		16,000.00	100.00		1,600.00
78	Functional Test / Punch	8,000.00		2,800.00		2,800.00	35.00	5,200.00	280.00
79	Final Test / Punch	5,000.00						5,000.00	
80									
81	Sec Install Area C								
82	Prefunctional Test / Label	7,000.00						7,000.00	
83	Demo of Existing System	14,000.00						14,000.00	
84	Repull New Network Drop	15,000.00						15,000.00	
85	Set HMI Workstations / Inte	13,000.00						13,000.00	
86	Functional Test / Punch	7,000.00						7,000.00	
87	Final Test / Punch	4,000.00						4,000.00	
88									
89	Sec Install Area D								
90	Prefunctional Test / Label	7,000.00						7,000.00	
91	Demo of Existing System	14,000.00						14,000.00	
92	Repull New Network Drop	15,000.00						15,000.00	
93	Set HMI Workstations / Inte	13,000.00						13,000.00	
94	Functional Test / Punch	7,000.00						7,000.00	
95	Final Test / Punch	4,000.00						4,000.00	

Galveston County Jail Access Control System Replacement

APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO: 14
APPLICATION DATE: 02/26/2026
PERIOD TO: 02/28/2026

A	B			E	F	G		I
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED Previous	This Period	MATERIALS STORED	TOTAL COMPLETED & STORED TO DATE	BALANCE TO FINISH	RETAINAGE
96								
97	Sec Install Area M							
98	Prefunctional Test / Label	7,000.00					7,000.00	
99	Demo of Existing System	14,000.00					14,000.00	
100	Repull New Network Drop	15,000.00					15,000.00	
101	Set HMI Workstations / Inte	13,000.00					13,000.00	
102	Functional Test / Punch	7,000.00					7,000.00	
103	Final Test / Punch	4,000.00					4,000.00	
104								
105	Sec Install Area L							
106	Prefunctional Test / Label	7,000.00					7,000.00	
107	Demo of Existing System	14,000.00					14,000.00	
108	Repull New Network Drop	15,000.00					15,000.00	
109	Set HMI Workstations / Inte	13,000.00					13,000.00	
110	Functional Test / Punch	7,000.00					7,000.00	
111	Final Test / Punch	4,000.00					4,000.00	
112								
113	Sec Install Area A,K,J							
114	Prefunctional Test / Label	10,000.00					10,000.00	

CONTINUATION SHEET

AIA Document G703

Galveston County Jail Access Control System Replacement

APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO: 14
APPLICATION DATE: 02/26/2026
PERIOD TO: 02/28/2026

A	B			E	F	G			I
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED Previous	This Period	MATERIALS STORED	TOTAL COMPLETED & STORED TO DATE		BALANCE TO FINISH	RETAINAGE
115	Demo of Existing System	22,000.00						22,000.00	
116	Repull New Network Drop	25,000.00						25,000.00	
117	Set HMI Workstations / Inte	20,000.00						20,000.00	
118	Functional Test / Punch	7,000.00						7,000.00	
119	Final Test / Punch	4,000.00						4,000.00	
	Totals:	**2,608,855.00**	**2,029,885.56**	**77,800.00**		**2,107,685.56**	**80.79**	**501,169.44**	**210,768.56**

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:
County of Galveston, Texas
722 Moody(21st Street)
5th Floor
Galveston TX 77550

PROJECT:
Galveston County Jail Access Control System Replacement
5700 Ball Street
Galveston TX 77551

APPLICATION NO: 15
PERIOD TO: 03/31/2026
PROJECT NO: 212489

FROM CONTRACTOR:
CML Security, LLC
1785 W. 160th Ave
Suite 700
Broomfield CO 80023

ARCHITECT:

CONTRACT NO:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM			$ 2,608,855.00
2. Net change by Change Orders			$ 0.00
3. CONTRACT SUM TO DATE (Line 1+2)			$ 2,608,855.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)			$ 2,185,185.56
5. RETAINAGE:			
10.00	% Completed Work	$ 218,518.56	
10.00	% Stored Materials	$ 0.00	
	Total Retainage		$ 218,518.56
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5)			$ 1,966,667.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from Prior Certificate)			$ 1,896,917.00
8. CURRENT PAYMENT DUE			**$ 69,750.00**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 6)		$ 642,188.00	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months	0.00	0.00
Total Approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES BY CHANGE ORDER	$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: 3/30/2026

State of Colorado, County of Broomfield
Subscribed and sworn to before me this 30th day of March 2026

Notary Public: _____

My Commission Expires 10/17/2026

WENDY GREEN
Notary Public, State of Texas
Comm. Expires 10-17-2026
Notary ID 13002598-9

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... $ 69,750.00

(Attach explanation if amount certified differs from the aount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: 3/30/2026

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Galveston County Jail Access Control System Replacement

APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO: 15
APPLICATION DATE: 03/30/2026
PERIOD TO: 03/31/2026

A	B			E	F	G			I
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED Previous	This Period	MATERIALS STORED	TOTAL COMPLETED & STORED TO DATE		BALANCE TO FINISH	RETAINAGE
1	General Conditions	260,885.00	168,000.00	10,000.00		178,000.00	68.23	82,885.00	17,800.00
2	SEC Engineering/Submitta	75,000.00	72,500.00			72,500.00	96.67	2,500.00	7,250.00
3	Sec Programming	65,000.00	55,000.00			55,000.00	84.62	10,000.00	5,500.00
4	Sec Factory Assembly	50,000.00	47,500.00			47,500.00	95.00	2,500.00	4,750.00
5	Sec Factory Testing	20,000.00	20,000.00			20,000.00	100.00		2,000.00
6	Training	8,140.00						8,140.00	
7	Mobilization	15,000.00	5,000.00			5,000.00	33.33	10,000.00	500.00
8	De-Mobilization	5,000.00						5,000.00	
9	Bond 5%	25,830.00	25,830.00			25,830.00	100.00		2,583.00
10									
11	Sec Materials								
12	Enclosures & Racks	95,000.00	92,500.00			92,500.00	97.37	2,500.00	9,250.00
13	Access Control	80,000.00	80,000.00			80,000.00	100.00		8,000.00
14	Intercom & Paging	335,000.00	335,500.00			335,500.00	100.15	-500.00	33,550.00
15	IP Video & Surveillance	70,000.00	70,000.00			70,000.00	100.00		7,000.00
16	Electronic Components	310,000.00	310,000.00			310,000.00	100.00		31,000.00
17	HMI System	155,000.00	155,500.00			155,500.00	100.32	-500.00	15,550.00
18	Wire & Cable	60,000.00	50,000.00			50,000.00	83.33	10,000.00	5,000.00
19	Conduit	25,000.00	25,000.00			25,000.00	100.00		2,500.00

Galveston County Jail Access Control System Replacement

APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO: 15
APPLICATION DATE: 03/30/2026
PERIOD TO: 03/31/2026

A	B			E	F	G			I
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED Previous	This Period	MATERIALS STORED	TOTAL COMPLETED & STORED TO DATE		BALANCE TO FINISH	RETAINAGE
20	Fiber	20,000.00	20,000.00			20,000.00	100.00		2,000.00
21									
22	Fiber Backbone Install								
23	Install New Fiber Backbon	50,000.00	50,000.00			50,000.00	100.00		5,000.00
24									
25	Sec Install Substation								
26	Prefunctional Test / Label	5,000.00	5,000.00			5,000.00	100.00		500.00
27	Demo of Existing System	10,000.00	10,000.00			10,000.00	100.00		1,000.00
28	Repull New Network Drop	10,000.00	10,000.00			10,000.00	100.00		1,000.00
29	Set HMI Workstations / Inte	9,000.00	9,000.00			9,000.00	100.00		900.00
30	Functional Test / Punch	6,000.00	6,000.00			6,000.00	100.00		600.00
31	Final Test / Punch	3,000.00	3,000.00			3,000.00	100.00		300.00
32									
33	Sec Install Area G								
34	Prefunctional Test / Label	14,000.00	14,000.00			14,000.00	100.00		1,400.00
35	Demo of Existing System	25,000.00	25,000.00			25,000.00	100.00		2,500.00
36	Repull New Network Drop	25,000.00	25,000.00			25,000.00	100.00		2,500.00
37	Set HMI Workstations / Inte	25,000.00	15,555.56			15,555.56	62.22	9,444.44	1,555.56
38	Functional Test / Punch	10,000.00	10,000.00			10,000.00	100.00		1,000.00

Galveston County Jail Access Control System Replacement

APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO: 15
APPLICATION DATE: 03/30/2026
PERIOD TO: 03/31/2026

A	B			E	F	G			I
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED Previous	This Period	MATERIALS STORED	TOTAL COMPLETED & STORED TO DATE		BALANCE TO FINISH	RETAINAGE
39	Final Test / Punch	6,000.00	6,000.00			6,000.00	100.00		600.00
40									
41	Sec Install Area H								
42	Prefunctional Test / Label	14,000.00	14,000.00			14,000.00	100.00		1,400.00
43	Demo of Existing System	25,000.00	25,000.00			25,000.00	100.00		2,500.00
44	Repull New Network Drop	25,000.00	25,000.00			25,000.00	100.00		2,500.00
45	Set HMI Workstations / Inte	25,000.00	25,000.00			25,000.00	100.00		2,500.00
46	Functional Test / Punch	10,000.00	10,000.00			10,000.00	100.00		1,000.00
47	Final Test / Punch	6,000.00	6,000.00			6,000.00	100.00		600.00
48									
49	Sec Install Area F								
50	Prefunctional Test / Label	10,000.00	10,000.00			10,000.00	100.00		1,000.00
51	Demo of Existing System	20,000.00	20,000.00			20,000.00	100.00		2,000.00
52	Repull New Network Drop	25,000.00	25,000.00			25,000.00	100.00		2,500.00
53	Set HMI Workstations / Inte	18,000.00	18,000.00			18,000.00	100.00		1,800.00
54	Functional Test / Punch	7,000.00	7,000.00			7,000.00	100.00		700.00
55	Final Test / Punch	4,000.00	4,000.00			4,000.00	100.00		400.00
56									
57	Sec Install Area I								

Galveston County Jail Access Control System Replacement

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APPLICATION NO: 15
APPLICATION DATE: 03/30/2026
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A	B			E	F	G			I
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED Previous	This Period	MATERIALS STORED	TOTAL COMPLETED & STORED TO DATE		BALANCE TO FINISH	RETAINAGE
58	Prefunctional Test / Label	10,000.00	8,000.00			8,000.00	80.00	2,000.00	800.00
59	Demo of Existing System	20,000.00	18,000.00			18,000.00	90.00	2,000.00	1,800.00
60	Repull New Network Drop	25,000.00	20,000.00			20,000.00	80.00	5,000.00	2,000.00
61	Set HMI Workstations / Inte	18,000.00	16,000.00			16,000.00	88.89	2,000.00	1,600.00
62	Functional Test / Punch	7,000.00	7,000.00			7,000.00	100.00		700.00
63	Final Test / Punch	4,000.00	4,000.00			4,000.00	100.00		400.00
64									
65	Sec Install Area B								
66	Prefunctional Test / Label	7,000.00	7,000.00			7,000.00	100.00		700.00
67	Demo of Existing System	14,000.00	14,000.00			14,000.00	100.00		1,400.00
68	Repull New Network Drop	15,000.00	15,000.00			15,000.00	100.00		1,500.00
69	Set HMI Workstations / Inte	13,000.00	13,000.00			13,000.00	100.00		1,300.00
70	Functional Test / Punch	7,000.00	7,000.00			7,000.00	100.00		700.00
71	Final Test / Punch	4,000.00	4,000.00			4,000.00	100.00		400.00
72									
73	Sec Install Area E								
74	Prefunctional Test / Label	8,000.00	8,000.00			8,000.00	100.00		800.00
75	Demo of Existing System	16,000.00	16,000.00			16,000.00	100.00		1,600.00
76	Repull New Network Drop	22,000.00	22,000.00			22,000.00	100.00		2,200.00

Galveston County Jail Access Control System Replacement

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APPLICATION NO: 15
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ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED Previous	This Period	MATERIALS STORED	TOTAL COMPLETED & STORED TO DATE		BALANCE TO FINISH	RETAINAGE
77	Set HMI Workstations / Inte	16,000.00	16,000.00			16,000.00	100.00		1,600.00
78	Functional Test / Punch	8,000.00	2,800.00			2,800.00	35.00	5,200.00	280.00
79	Final Test / Punch	5,000.00		5,000.00		5,000.00	100.00		500.00
80									
81	Sec Install Area C								
82	Prefunctional Test / Label	7,000.00		7,000.00		7,000.00	100.00		700.00
83	Demo of Existing System	14,000.00		14,000.00		14,000.00	100.00		1,400.00
84	Repull New Network Drop	15,000.00		15,000.00		15,000.00	100.00		1,500.00
85	Set HMI Workstations / Inte	13,000.00		13,000.00		13,000.00	100.00		1,300.00
86	Functional Test / Punch	7,000.00		7,000.00		7,000.00	100.00		700.00
87	Final Test / Punch	4,000.00		4,000.00		4,000.00	100.00		400.00
88									
89	Sec Install Area D								
90	Prefunctional Test / Label	7,000.00		2,500.00		2,500.00	35.71	4,500.00	250.00
91	Demo of Existing System	14,000.00						14,000.00	
92	Repull New Network Drop	15,000.00						15,000.00	
93	Set HMI Workstations / Inte	13,000.00						13,000.00	
94	Functional Test / Punch	7,000.00						7,000.00	
95	Final Test / Punch	4,000.00						4,000.00	

Galveston County Jail Access Control System Replacement

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A	B			E	F	G		I
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED Previous	This Period	MATERIALS STORED	TOTAL COMPLETED & STORED TO DATE	BALANCE TO FINISH	RETAINAGE
96								
97	Sec Install Area M							
98	Prefunctional Test / Label	7,000.00					7,000.00	
99	Demo of Existing System	14,000.00					14,000.00	
100	Repull New Network Drop	15,000.00					15,000.00	
101	Set HMI Workstations / Inte	13,000.00					13,000.00	
102	Functional Test / Punch	7,000.00					7,000.00	
103	Final Test / Punch	4,000.00					4,000.00	
104								
105	Sec Install Area L							
106	Prefunctional Test / Label	7,000.00					7,000.00	
107	Demo of Existing System	14,000.00					14,000.00	
108	Repull New Network Drop	15,000.00					15,000.00	
109	Set HMI Workstations / Inte	13,000.00					13,000.00	
110	Functional Test / Punch	7,000.00					7,000.00	
111	Final Test / Punch	4,000.00					4,000.00	
112								
113	Sec Install Area A,K,J							
114	Prefunctional Test / Label	10,000.00					10,000.00	

CONTINUATION SHEET

AIA Document G703

Galveston County Jail Access Control System Replacement

APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO: 15
APPLICATION DATE: 03/30/2026
PERIOD TO: 03/31/2026

A	B			E	F	G			I
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED Previous	This Period	MATERIALS STORED	TOTAL COMPLETED & STORED TO DATE		BALANCE TO FINISH	RETAINAGE
115	Demo of Existing System	22,000.00						22,000.00	
116	Repull New Network Drop	25,000.00						25,000.00	
117	Set HMI Workstations / Inte	20,000.00						20,000.00	
118	Functional Test / Punch	7,000.00						7,000.00	
119	Final Test / Punch	4,000.00						4,000.00	
	Totals:	**2,608,855.00**	**2,107,685.56**	**77,500.00**		**2,185,185.56**	**83.76**	**423,669.44**	**218,518.56**

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*6.

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

Request amendment for Limited Tax Flood Control Bonds Series 2017 Fund-Flood by Engineering-to record initial project budget for Ave B Drainage Improvements Project

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	6/26/26 10:06 am

View Event: Project Budget: Ave B Drainage Improvements Budget - The County of Galveston

For Ave B Drainage Improvements Budget - The County of Galveston
Overall Process Project Budget: Ave B Drainage Improvements Budget - The County of Galveston
Overall Status In Progress
Due Date 06/23/2026
Calendars In Use Consecutive Days (No Calendars Selected)

Details

Plan Ave B Drainage Improvements Budget
Company The County of Galveston
Plan Structure Project LTD Budget
Plan Name Ave B Drainage Improvements Budget
Plan Template Project LTD Budget : Ave B Drainage Improvements Budget
Currency USD
Plan Status In Progress
Translation Currency USD

Period

Plan Period	Original Amount	Amendment Amount	Current Amount
06/22/2026 - 09/30/2028 (Ave B Drainage Improvements Budget)	1,210,000.00	0.00	0.00
	Total: 1,210,000.00	0.00	0.00

07.06 CC-Ave B Drainage Impr Proj-Initial Budget.pdf

File Name 07.06 CC-Ave B Drainage Impr Proj-Initial Budget.pdf
Content Type application/pdf
Updated By Austin Schumann
Upload Date 06/22/2026 04:37:25 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	06/22/2026 04:37:49 PM	06/23/2026	Austin Schumann	1	
Plan Event	Approval by Cost Center Manager	Approved	06/25/2026 07:48:36 AM	06/24/2026	Michael Shannon (Cost Center Manager)	1	
Plan Event	Approval by Budget Specialist	Approved	06/25/2026 08:05:29 AM	06/27/2026	Lee Clemmer (Budget Specialist)	1	
Plan Event	Approval by Sponsored Programs Manager	Not Required		06/23/2026		0	
Plan Event	Approval by Accounting Operations Lead or Payroll Accountant	Awaiting Action		06/27/2026	Donna Green (Payroll Accountant)	5	
					Jennifer Bustos (Payroll Accountant)		
					Kenna Pruitt (Accounting Operations Lead)		
					Lauren Swift (Payroll Accountant)		

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
					Sergio Cruz (Accounting Operations Lead)		

Remaining Process

Click on the button below to review remaining process details.

COUNTY OF GALVESTON

BUDGET ENTRIES

WORKDAY FINANCIAL SYSTEM

Workday Journal Entry#:

DESCRIPTION/WORKTAG	Accounts					Debit (+)	Credit (-)
	FUND NUMBER	COST CENTER	LEDGER ACCOUNT	SPEND/REVENUE CATEGORY	Project Worktag		
Ave B Drainage Improvements							
	3015	296190	5700000	Flood Control/Drainage	Ave B Drainage Improvements	1,210,000.00	
07.06 CC-To create initial project budget for Ave B Drainage Improvements Project							
						$ 1,210,000.00	$ -

Prepared/Posted by: Austin Schumann **Accounting Date:** 7/6/2026

Approved in Workday by: Kenna Pruitt

From:	Gomez, Rodolfo
To:	Schumann, Austin; Pruitt, Kenna
Cc:	Huallpa, Diana; Monterrubio, Christian; Pitts, Mary; Posada, Sabrina; Shannon, Michael
Subject:	Avenue B Drainage project - Flood Bonds
Date:	Tuesday, June 9, 2026 3:17:27 PM
Attachments:	Outlook-zq5kaq44.png

Hello Austin,

After speaking with the County Engineering department, please proceed with funding the Avenue B Drainage project at 20%. We will be utilizing the "3015 Limited Tax Flood Control Bonds Series 2017 Fund". The goal is to utilize all prior bond funds before we begin issuing debt for 2026.

Once the project begins advancing through different phases we will increase funding at that point.

Total estimated cost: $6,050,000
Funding at 20%: **$1,210,000**

Please let me know if you have any questions.

Respectfully,

RODOLFO GOMEZ
Finance Manager
Galveston County Budget Office
409-770-5363
rodolfo.gomez@galvestoncountytx.gov
722 Moody Ave., Galveston, Texas 77550

	Project Number	Project Budget Amendment Required	Commissioners Court Date	Project	Project LTD Name	City	Estimated Cost	Total City Allocation	Description	Mobility	Drainage	Ser
30	20			Ditch 9		Galveston County Drainage District #1	810,000		Improvements to siphon at GCWA canal.			
31				**Galveston County**				54,300,000.00				
32	21			Gum Bayou DR 1904: Dickinson Bayou to League City Pkwy.		Galveston County	5,250,000		Regional Drainage Improvements		5,250,000	
33	22		11/08/25	Dickinson Bayou: SH3 to FM 517		Galveston County	2,500,000		De-snagging Dickinson Bayou		2,500,000	
34	23			San Luis Pass Bridge		Galveston County	25,000,000		Bridge Repairs	25,000,000		
35	24			Ave B Drainage Improvements		Galveston County	6,050,000		Construct storm sewer drainage and repave road above storm sewer		6,050,000	
36	25			Gordy Ave Drainage Improvements		Galveston County	4,900,000		Construct storm sewer drainage and repave road above storm sewer		4,900,000	
37	26			Reppert Drainage Improvements		Galveston County	5,800,000		Construct storm sewer drainage and repave road above storm sewer		5,800,000	
38	27			Miles Drainage Improvements		Galveston County	4,800,000		Construct storm sewer drainage and repave road above storm sewer		4,800,000	
39				**TOTAL**				**110,255,000**		**74,175,000**	**36,080,000**	

From: Gomez, Rodolfo
To: Motogbe, Christie J
Cc: Schumann, Austin; Pruitt, Kenna; Cruz, Sergio; Monterrubio, Christian; Huallpa, Diana
Subject: Re: Mobility and Drainage Bond Program
Date: Wednesday, October 29, 2025 2:40:31 PM
Attachments: image001.png
image002.png
image003.png
image004.png
Outlook-rw24wius.png

Hello Christie,

Thank you for the update. We'll begin working on the Budget Amendment and submit it for routing once the project is approved.

Respectfully,

From: Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Sent: Wednesday, October 29, 2025 12:51 PM
To: Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>
Cc: Schumann, Austin <Austin.Schumann@galvestoncountytx.gov>; Pruitt, Kenna <Kenna.Pruitt@galvestoncountytx.gov>; Cruz, Sergio <Sergio.Cruz@galvestoncountytx.gov>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>; Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>
Subject: RE: Mobility and Drainage Bond Program

Good afternoon, Rudy,

Hope your day is going well. We will create funds 3314 "Unlimited Tax Road Bonds Series 2026" and 3374 "Limited Tax Flood Control Bonds Series 2026". We should use new cost center 312190 "Roads by Engineering" for road projects and new cost center 296190 "Flood Control by Engineering" for the flood control/drainage projects. Please note that for roads, if Engineering is going to be doing the work or paying bills we should use cost center 312190; if Road & Bridge is going to be doing the work or paying bills, we should use cost center 312110. This way, requisitions/PO's/invoices will route to the appropriate department.

As discussed last week, the only operational budget amendment needed is for activity in fund 1101: the debit to "Transfer to" and credit to "Budgeted Reserves". The "Transfer from" and expenses in the capital project funds will be done by Austin in the project module, which will also route for approvals.

We will also create new spend categories for "Transfer to Unlimited Tax Road Bonds Series 2026" and "Transfer to Limited Tax Flood Control Bonds Series 2026".

Thank you!

Sincerely,

From: Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>
Sent: Wednesday, October 29, 2025 12:02 PM
To: Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Subject: Re: Mobility and Drainage Bond Program

Hello Christie,

Perfect, we'll begin processing the Budget Amendment on our side once Austin is done. Please let us know if there is a specific way you want us to set it up.

Respectfully,

From: Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Sent: Wednesday, October 29, 2025 11:04 AM
To: Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>
Subject: RE: Mobility and Drainage Bond Program

Good morning, Rudy,

Hope you're well today. Use of fund 3313 will work for the road projects. For flood/drainage projects, we will set up a new fund and will provide this as soon as we can today. Regarding the cost center, I will confirm this as well.

Thank you!

Sincerely,

From: Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>
Sent: Wednesday, October 29, 2025 9:45 AM
To: Schumann, Austin <Austin.Schumann@galvestoncountytx.gov>; Pruitt, Kenna <Kenna.Pruitt@galvestoncountytx.gov>
Cc: Cruz, Sergio <Sergio.Cruz@galvestoncountytx.gov>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>; Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>; Clemmer, Lee <Lee.Clemmer@galvestoncountytx.gov>; De Los Santos, Gabriela <Gabriela.Delossantos@galvestoncountytx.gov>; Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>; Swift, Lauren <Lauren.Swift@galvestoncountytx.gov>
Subject: Re: Mobility and Drainage Bond Program

Hello All,

Following up on the initial email, we were able to find a previous BA done in April. We will be pulling from the 3313 - Unlimited Tax Road Bonds - 2019 fund. Do you recommend we utilize the 3313-190100 account for these projects?

Respectfully,



From: Swift, Lauren <Lauren.Swift@galvestoncountytx.gov>
Sent: Tuesday, October 28, 2025 4:40 PM
To: Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>; Schumann, Austin <Austin.Schumann@galvestoncountytx.gov>; Pruitt, Kenna <Kenna.Pruitt@galvestoncountytx.gov>
Cc: Cruz, Sergio <Sergio.Cruz@galvestoncountytx.gov>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>; Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>; Clemmer, Lee <Lee.Clemmer@galvestoncountytx.gov>; De Los Santos, Gabriela <Gabriela.Delossantos@galvestoncountytx.gov>; Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Subject: RE: Mobility and Drainage Bond Program

Good afternoon,

Just want to chime in. We definitely don't want to use a 4xxx fund. Those are only used to post our debt payments against. If we are using bond funds, then we should use the related 3xxx for that bond issuance. Please let me know if I can provide any additional info.

Thanks,
Lauren

From: Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>
Sent: Tuesday, October 28, 2025 4:03 PM
To: Schumann, Austin <Austin.Schumann@galvestoncountytx.gov>; Pruitt, Kenna <Kenna.Pruitt@galvestoncountytx.gov>
Cc: Swift, Lauren <Lauren.Swift@galvestoncountytx.gov>; Cruz, Sergio <Sergio.Cruz@galvestoncountytx.gov>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>; Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>; Clemmer, Lee <Lee.Clemmer@galvestoncountytx.gov>; De Los Santos, Gabriela <Gabriela.Delossantos@galvestoncountytx.gov>; Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Subject: Re: Mobility and Drainage Bond Program

Hello Kenna and Austin,

The project will not be county-owned, and we are planning on using available bond funds. Would you recommend the project be created within the 4xxx or 3xxx fund? Also, should all the "Mobility and Drainage Bond" projects being using the same fund and cost center? Please let us know your recommendations.

Respectfully,



From: Schumann, Austin <Austin.Schumann@galvestoncountytx.gov>
Sent: Tuesday, October 28, 2025 9:13 AM
To: Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>; Pruitt, Kenna <Kenna.Pruitt@galvestoncountytx.gov>; Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Cc: Swift, Lauren <Lauren.Swift@galvestoncountytx.gov>; Cruz, Sergio <Sergio.Cruz@galvestoncountytx.gov>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>; Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>; Clemmer, Lee <Lee.Clemmer@galvestoncountytx.gov>; De Los Santos, Gabriela <Gabriela.Delossantos@galvestoncountytx.gov>
Subject: RE: Mobility and Drainage Bond Program

Good morning, Rudy,

Just to confirm, this is not a county-owned project? Also, do you know which fund will be used for this project? Thank you!

Sincerely,



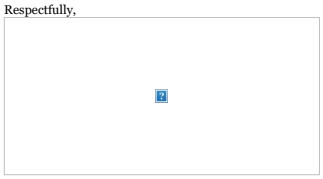
From: Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>
Sent: Tuesday, October 28, 2025 8:46 AM
To: Pruitt, Kenna <Kenna.Pruitt@galvestoncountytx.gov>; Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Cc: Swift, Lauren <Lauren.Swift@galvestoncountytx.gov>; Cruz, Sergio <Sergio.Cruz@galvestoncountytx.gov>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>; Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>; Schumann, Austin <Austin.Schumann@galvestoncountytx.gov>; Clemmer, Lee <Lee.Clemmer@galvestoncountytx.gov>; De Los Santos, Gabriela <Gabriela.Delossantos@galvestoncountytx.gov>
Subject: Re: Mobility and Drainage Bond Program

Good morning Kenna,

After reviewing the project, we will recommend funding at 30% (750k at 100% Services). We will just need Austin to begin creating the project, then we'll complete the BA on our end. We are aiming to have the item on for 11/08 CC. Please let me know if you have any questions. Thank you for your help!



Respectfully,



From: Pruitt, Kenna <Kenna.Pruitt@galvestoncountytx.gov>

Sent: Monday, October 27, 2025 8:11 AM
To: Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>; Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Cc: Swift, Lauren <Lauren.Swift@galvestoncountytx.gov>; Cruz, Sergio <Sergio.Cruz@galvestoncountytx.gov>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>; Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>; Schumann, Austin <Austin.Schumann@galvestoncountytx.gov>
Subject: RE: Mobility and Drainage Bond Program

Hi Rodolfo,

Hope you had a great weekend!

Please let me know what you may need from our office for this request.

Thank you,

Kenna Pruitt
Manager – Grant Accounting & Financial Reporting
County Auditor's Office
409-770-5575

From: Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>
Sent: Tuesday, October 21, 2025 11:09 AM
To: Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Cc: Pruitt, Kenna <Kenna.Pruitt@galvestoncountytx.gov>; Swift, Lauren <Lauren.Swift@galvestoncountytx.gov>; Cruz, Sergio <Sergio.Cruz@galvestoncountytx.gov>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>; Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>
Subject: Re: Mobility and Drainage Bond Program

Hello Christie,

Yes, we'll work with Kenna on getting the items ready for 10/08. Based on our meeting with Micheal, only projects #23-27 will be owned by the county. We are still coordinating with his office on determining the initial amount to fund.

Respectfully,



From: Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Sent: Tuesday, October 21, 2025 10:37 AM
To: Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>
Cc: Pruitt, Kenna <Kenna.Pruitt@galvestoncountytx.gov>; Swift, Lauren <Lauren.Swift@galvestoncountytx.gov>; Cruz, Sergio <Sergio.Cruz@galvestoncountytx.gov>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>
Subject: RE: Mobility and Drainage Bond Program

Good morning, Rudy,

Hope you're doing well. I've included Kenna, so that she can work with your office on what is needed for the 11/08 Commissioners Court. Will this project be owned and therefore capitalized by the County at the end?

Thank you.

Sincerely,



From: Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>
Sent: Tuesday, October 21, 2025 10:08 AM
To: Shannon, Michael <Michael.Shannon@co.galveston.tx.us>
Cc: Schumann, Austin <Austin.Schumann@galvestoncountytx.gov>; Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>; Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>
Subject: Mobility and Drainage Bond Program

Good morning Michael,

As discussed in our meeting, we created a Smartsheet to keep track of the "Mobility and Drainage Bond Program". We also discussed the first project being the "Dickinson Bayou: SH3 to FM 517" with an estimated cost of $2,500,000 categorized as 100% services. We will begin coordinating with the Auditors Office to place the item on for 11/08 Commissioners Court. Please let me know if there is anything we may need to update.

Smartsheet link:
https://app.smartsheet.com/sheets/gphR988pcV8q3G6wJvgHG6CM27572VcHw9rgRQw1

Respectfully,



GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*7.

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

Request amendment for Limited Tax Flood Control Bonds Series 2017 Fund-Flood by Engineering-to record initial project budget for City Wide Drainage Study (Bayou Vista) Project

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	6/26/26 10:12 am

View Event: Project Budget: City Wide Drainage Study (Bayou Vista) Budget - The County of Galveston

For City Wide Drainage Study (Bayou Vista) Budget - The County of Galveston
Overall Process Project Budget: City Wide Drainage Study (Bayou Vista) Budget - The County of Galveston
Overall Status In Progress
Due Date 06/23/2026
Calendars In Use Consecutive Days (No Calendars Selected)

Details

Plan City Wide Drainage Study (Bayou Vista) Budget
Company The County of Galveston
Plan Structure Project LTD Budget
Plan Name City Wide Drainage Study (Bayou Vista) Budget
Plan Template Project LTD Budget : City Wide Drainage Study (Bayou Vista) Budget
Currency USD
Plan Status In Progress
Translation Currency USD

Period

Plan Period	Original Amount	Amendment Amount	Current Amount
07/06/2026 - 09/30/2028 (City Wide Drainage Study (Bayou Vista) Budget)	500,000.00	0.00	0.00
	Total: 500,000.00	0.00	0.00

07.06 CC BAT-Bayou Vista Drainage Study-Initial Budget.pdf

File Name 07.06 CC BAT-Bayou Vista Drainage Study-Initial Budget.pdf
Content Type application/pdf
Updated By Austin Schumann
Upload Date 06/22/2026 04:31:31 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	06/22/2026 04:31:47 PM	06/23/2026	Austin Schumann	1	
Plan Event	Approval by Cost Center Manager	Approved	06/25/2026 07:48:41 AM	06/24/2026	Michael Shannon (Cost Center Manager)	1	
Plan Event	Approval by Budget Specialist	Approved	06/25/2026 08:05:35 AM	06/27/2026	Lee Clemmer (Budget Specialist)	1	
Plan Event	Approval by Sponsored Programs Manager	Not Required		06/23/2026		0	
Plan Event	Approval by Accounting Operations Lead or Payroll Accountant	Awaiting Action		06/27/2026	Donna Green (Payroll Accountant)	5	
					Jennifer Bustos (Payroll Accountant)		
					Kenna Pruitt (Accounting Operations Lead)		

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
					Lauren Swift (Payroll Accountant)		
					Sergio Cruz (Accounting Operations Lead)		

Remaining Process

Click on the button below to review remaining process details.

COUNTY OF GALVESTON

BUDGET ENTRIES

WORKDAY FINANCIAL SYSTEM

Workday Journal Entry#:

DESCRIPTION/WORKTAG	Accounts					Debit (+)	Credit (-)
	FUND NUMBER	COST CENTER	LEDGER ACCOUNT	SPEND/REVENUE CATEGORY	Project Worktag		
City Wide Drainage Study (Bayou Vista)							
	3015	296190	5415000	Interlocal Agreement	City Wide Drainage Study (Bayou Vista)	500,000.00	
07.06 CC-To create initial project budget for City Wide Drainage Study (Bayou Vista)							
						$ 500,000.00	$ -

Prepared/Posted by: Austin Schumann **Accounting Date:** 7/6/2026

Approved in Workday by: Kenna Pruitt

From: Gomez, Rodolfo
To: Schumann, Austin; Pruitt, Kenna
Cc: Huallpa, Diana; Monterrubio, Christian; Pitts, Mary
Subject: City Wide Drainage Study - (Bayou Vista)
Date: Tuesday, June 9, 2026 3:28:01 PM
Attachments: Outlook-et1tqdtv.png

Hello Austin,

After discussion with the County Engineering department, we will be proceeding with the "City Wide Drainage Study" (Bayou Vista) project. The total cost will be $500,000 and fully funded from the "3015 Limited Tax Flood Control Bonds Series 2017 Fund".

Please let me know if you have any questions.

Respectfully,



	Project Number	Project Budget Amendment Required	Commissioners Court Date	Project	Project LTD Name	City	Estimated Cost	Total City Allocation	Description	Mobility	Drainage	Sc
									Installation			
3	2			2nd Street		Santa Fe	1,500,000		Street rehab up to $1,500,000 - full depth recycling	1,500,000		
4	3			City Wide Drainage Improvements		Jamaica Beach	1,320,000	1,320,000.00	Roadside Ditch Regrading		1,320,000	
5	4			Prairie Street		Hitchcock	1,750,000	1,750,000.00	Street rehab up to $1,750,000	1,750,000		
6				**Kemah**				1,655,000.00		1,655,000		
7	5			Hanson Road		Kemah	425,000		Concrete Pavement, Roadside Ditch Regrading, Driveway Replacement			
8	5			South Kemah Drive		Kemah	870,000		Concrete Pavement, Roadside Ditch Regrading, Driveway Replacement			
9	5			3rd, 4th & 5th Streets		Kemah	240,000		Concrete Pavement, Driveway Replacement			
10	5			Harris Avenue		Kemah	120,000		Concrete Pavement			
11	6			Clear Lake Road Bridge		Clear Lake Shores	1,520,000	1,520,000.00	Bridge Replacement	1,520,000		
12	7			Tiki Drive Bridge		Tiki Island	2,850,000	2,850,000.00	Bridge Replacement	2,850,000		
13	8			Various Streets		La Marque	2,800,000	2,800,000.00	Street Rehab, CIP	2,800,000		
14	9			City Wide Drainage Study		Bayou Vista	500,000	500,000.00	Survey, GIS Mapping, Drainage Study		500,000	

From: Gomez, Rodolfo
To: Motogbe, Christie J
Cc: Schumann, Austin; Pruitt, Kenna; Cruz, Sergio; Monterrubio, Christian; Huallpa, Diana
Subject: Re: Mobility and Drainage Bond Program
Date: Wednesday, October 29, 2025 2:40:31 PM
Attachments: image001.png
image002.png
image003.png
image004.png
Outlook-rw24wius.png

Hello Christie,

Thank you for the update. We'll begin working on the Budget Amendment and submit it for routing once the project is approved.

Respectfully,

From: Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Sent: Wednesday, October 29, 2025 12:51 PM
To: Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>
Cc: Schumann, Austin <Austin.Schumann@galvestoncountytx.gov>; Pruitt, Kenna <Kenna.Pruitt@galvestoncountytx.gov>; Cruz, Sergio <Sergio.Cruz@galvestoncountytx.gov>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>; Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>
Subject: RE: Mobility and Drainage Bond Program

Good afternoon, Rudy,

Hope your day is going well. We will create funds 3314 "Unlimited Tax Road Bonds Series 2026" and 3374 "Limited Tax Flood Control Bonds Series 2026". We should use new cost center 312190 "Roads by Engineering" for road projects and new cost center 296190 "Flood Control by Engineering" for the flood control/drainage projects. Please note that for roads, if Engineering is going to be doing the work or paying bills we should use cost center 312190; if Road & Bridge is going to be doing the work or paying bills, we should use cost center 312110. This way, requisitions/PO's/invoices will route to the appropriate department.

As discussed last week, the only operational budget amendment needed is for activity in fund 1101: the debit to "Transfer to" and credit to "Budgeted Reserves". The "Transfer from" and expenses in the capital project funds will be done by Austin in the project module, which will also route for approvals.

We will also create new spend categories for "Transfer to Unlimited Tax Road Bonds Series 2026" and "Transfer to Limited Tax Flood Control Bonds Series 2026".

Thank you!

Sincerely,

From: Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>
Sent: Wednesday, October 29, 2025 12:02 PM
To: Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Subject: Re: Mobility and Drainage Bond Program

Hello Christie,

Perfect, we'll begin processing the Budget Amendment on our side once Austin is done. Please let us know if there is a specific way you want us to set it up.

Respectfully,

From: Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Sent: Wednesday, October 29, 2025 11:04 AM
To: Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>
Subject: RE: Mobility and Drainage Bond Program

Good morning, Rudy,

Hope you're well today. Use of fund 3313 will work for the road projects. For flood/drainage projects, we will set up a new fund and will provide this as soon as we can today. Regarding the cost center, I will confirm this as well.

Thank you!

Sincerely,

From: Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>
Sent: Wednesday, October 29, 2025 9:45 AM
To: Schumann, Austin <Austin.Schumann@galvestoncountytx.gov>; Pruitt, Kenna <Kenna.Pruitt@galvestoncountytx.gov>
Cc: Cruz, Sergio <Sergio.Cruz@galvestoncountytx.gov>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>; Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>; Clemmer, Lee <Lee.Clemmer@galvestoncountytx.gov>; De Los Santos, Gabriela <Gabriela.DeLossantos@galvestoncountytx.gov>; Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>; Swift, Lauren <Lauren.Swift@galvestoncountytx.gov>
Subject: Re: Mobility and Drainage Bond Program

Hello All,

Following up on the initial email, we were able to find a previous BA done in April. We will be pulling from the 3313 - Unlimited Tax Road Bonds - 2019 fund. Do you recommend we utilize the 3313-190100 account for these projects?

Respectfully,



From: Swift, Lauren <Lauren.Swift@galvestoncountytx.gov>
Sent: Tuesday, October 28, 2025 4:40 PM
To: Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>; Schumann, Austin <Austin.Schumann@galvestoncountytx.gov>; Pruitt, Kenna <Kenna.Pruitt@galvestoncountytx.gov>
Cc: Cruz, Sergio <Sergio.Cruz@galvestoncountytx.gov>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>; Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>; Clemmer, Lee <Lee.Clemmer@galvestoncountytx.gov>; De Los Santos, Gabriela <Gabriela.Delossantos@galvestoncountytx.gov>; Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Subject: RE: Mobility and Drainage Bond Program

Good afternoon,

Just want to chime in. We definitely don't want to use a 4xxx fund. Those are only used to post our debt payments against. If we are using bond funds, then we should use the related 3xxx for that bond issuance. Please let me know if I can provide any additional info.

Thanks,
Lauren

From: Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>
Sent: Tuesday, October 28, 2025 4:03 PM
To: Schumann, Austin <Austin.Schumann@galvestoncountytx.gov>; Pruitt, Kenna <Kenna.Pruitt@galvestoncountytx.gov>
Cc: Swift, Lauren <Lauren.Swift@galvestoncountytx.gov>; Cruz, Sergio <Sergio.Cruz@galvestoncountytx.gov>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>; Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>; Clemmer, Lee <Lee.Clemmer@galvestoncountytx.gov>; De Los Santos, Gabriela <Gabriela.Delossantos@galvestoncountytx.gov>; Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Subject: Re: Mobility and Drainage Bond Program

Hello Kenna and Austin,

The project will not be county-owned, and we are planning on using available bond funds. Would you recommend the project be created within the 4xxx or 3xxx fund? Also, should all the "Mobility and Drainage Bond" projects being using the same fund and cost center? Please let us know your recommendations.

Respectfully,



From: Schumann, Austin <Austin.Schumann@galvestoncountytx.gov>
Sent: Tuesday, October 28, 2025 9:13 AM
To: Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>; Pruitt, Kenna <Kenna.Pruitt@galvestoncountytx.gov>; Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Cc: Swift, Lauren <Lauren.Swift@galvestoncountytx.gov>; Cruz, Sergio <Sergio.Cruz@galvestoncountytx.gov>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>; Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>; Clemmer, Lee <Lee.Clemmer@galvestoncountytx.gov>; De Los Santos, Gabriela <Gabriela.Delossantos@galvestoncountytx.gov>
Subject: RE: Mobility and Drainage Bond Program

Good morning, Rudy,

Just to confirm, this is not a county-owned project? Also, do you know which fund will be used for this project? Thank you!

Sincerely,



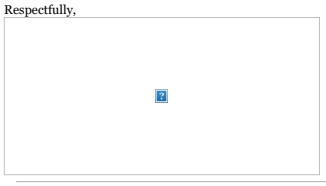
From: Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>
Sent: Tuesday, October 28, 2025 8:46 AM
To: Pruitt, Kenna <Kenna.Pruitt@galvestoncountytx.gov>; Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Cc: Swift, Lauren <Lauren.Swift@galvestoncountytx.gov>; Cruz, Sergio <Sergio.Cruz@galvestoncountytx.gov>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>; Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>; Schumann, Austin <Austin.Schumann@galvestoncountytx.gov>; Clemmer, Lee <Lee.Clemmer@galvestoncountytx.gov>; De Los Santos, Gabriela <Gabriela.Delossantos@galvestoncountytx.gov>
Subject: Re: Mobility and Drainage Bond Program

Good morning Kenna,

After reviewing the project, we will recommend funding at 30% (750k at 100% Services). We will just need Austin to begin creating the project, then we'll complete the BA on our end. We are aiming to have the item on for 11/08 CC. Please let me know if you have any questions. Thank you for your help!



Respectfully,



From: Pruitt, Kenna <Kenna.Pruitt@galvestoncountytx.gov>

Sent: Monday, October 27, 2025 8:11 AM
To: Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>; Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Cc: Swift, Lauren <Lauren.Swift@galvestoncountytx.gov>; Cruz, Sergio <Sergio.Cruz@galvestoncountytx.gov>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>; Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>; Schumann, Austin <Austin.Schumann@galvestoncountytx.gov>
Subject: RE: Mobility and Drainage Bond Program

Hi Rodolfo,

Hope you had a great weekend!

Please let me know what you may need from our office for this request.

Thank you,

Kenna Pruitt
Manager – Grant Accounting & Financial Reporting
County Auditor's Office
409-770-5575

From: Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>
Sent: Tuesday, October 21, 2025 11:09 AM
To: Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Cc: Pruitt, Kenna <Kenna.Pruitt@galvestoncountytx.gov>; Swift, Lauren <Lauren.Swift@galvestoncountytx.gov>; Cruz, Sergio <Sergio.Cruz@galvestoncountytx.gov>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>; Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>
Subject: Re: Mobility and Drainage Bond Program

Hello Christie,

Yes, we'll work with Kenna on getting the items ready for 10/08. Based on our meeting with Micheal, only projects #23-27 will be owned by the county. We are still coordinating with his office on determining the initial amount to fund.

Respectfully,



From: Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Sent: Tuesday, October 21, 2025 10:37 AM
To: Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>
Cc: Pruitt, Kenna <Kenna.Pruitt@galvestoncountytx.gov>; Swift, Lauren <Lauren.Swift@galvestoncountytx.gov>; Cruz, Sergio <Sergio.Cruz@galvestoncountytx.gov>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>
Subject: RE: Mobility and Drainage Bond Program

Good morning, Rudy,

Hope you're doing well. I've included Kenna, so that she can work with your office on what is needed for the 11/08 Commissioners Court. Will this project be owned and therefore capitalized by the County at the end?

Thank you.

Sincerely,



From: Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>
Sent: Tuesday, October 21, 2025 10:08 AM
To: Shannon, Michael <Michael.Shannon@co.galveston.tx.us>
Cc: Schumann, Austin <Austin.Schumann@galvestoncountytx.gov>; Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>; Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>
Subject: Mobility and Drainage Bond Program

Good morning Michael,

As discussed in our meeting, we created a Smartsheet to keep track of the "Mobility and Drainage Bond Program". We also discussed the first project being the "Dickinson Bayou: SH3 to FM 517" with an estimated cost of $2,500,000 categorized as 100% services. We will begin coordinating with the Auditors Office to place the item on for 11/08 Commissioners Court. Please let me know if there is anything we may need to update.

Smartsheet link:
https://app.smartsheet.com/sheets/gphR988pcV8q3G6wJvgHG6CM27572VcHw9rgRQw1

Respectfully,



GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*8.

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

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

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	6/29/26 10:13 am

Payment Group Ad Hoc Payment(Check) for Prosperity-District Clerk Odyssey 3561
Settlement Run SR-0000408
Organization The County of Galveston
Currency USD
Group Payment Date 06/12/2026
Payment Category Ad Hoc Payment
Bank Account Prosperity-District Clerk Odyssey 3561
Payment Type Check

Payments

Payment	Status	Payee	Payment Category	Payment Type	Payment Date	Handling Code	Payment Memo	Prenote Status	Transaction Reference	Payment Amount	Payment Currency	Bank Amount	Bank Currency
Ad Hoc Payment: Hayley Smith - 06/11/2026	Complete	Hayley Smith	Ad Hoc Payment	Check	06/11/2026		26-FD-0611		2923	213.00	USD	213.00	USD

Payment Printing Information

Payment Printing Run	Count	Payment Amount Total	Account Currency	Printed Date	PDF File	Positive Pay Files			
						Positive Pay File	Positive Pay File Payment Count	Amount Total	Account Currency
Ad Hoc Payment - Odyssey - 06/12/2026 07:04 AM	1	213.00	USD	06/12/2026 09:04:09 AM	Ad Hoc Payment - Odyssey - 06/12/2026 07:04 AM.pdf	Positive Pay File for Prosperity-District Clerk Odyssey 3561 on 06/12/2026, 7:04 AM	1	213.00	USD

Process History

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Print Checks Task	Print Checks Task	Step Completed	06/12/2026 09:01:43 AM	06/13/2026	Susie Smith	1	
Print Checks Task	Print Checks	Not Required		06/13/2026		0	
Print Checks Task	Print Checks	Not Required		06/13/2026		0	
Print Checks Task	Print Checks	Not Required		06/13/2026		0	
Print Checks Task	Print Checks	Not Required		06/13/2026		0	
Print Checks Task	Print Checks	Not Required		06/13/2026		0	
Print Checks Task	Print Checks	Not Required		06/13/2026		0	

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Print Checks Task	Print Checks	Not Required		06/13/2026		0	
Print Checks Task	Print Checks	Step Completed	06/12/2026 09:04:11 AM	06/12/2026	Susie Smith	1	
Print Checks Task	Service: Remittance	Step Completed	06/12/2026 09:04:11 AM	06/13/2026	Workday Service	1	

Related Business Processes History

Business Process	Status
Positive Pay File: Prosperity-District Clerk Odyssey 3561 on 06/12/2026 for $213.00	In Progress

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*9.

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

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

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	6/24/26 12:07 pm

Payment Group Ad Hoc Payment(Check) for Prosperity-Court Collections Odyssey 9911
Settlement Run SR-0000408
Organization The County of Galveston
Currency USD
Group Payment Date 06/12/2026
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: HERBERT BANUELOS - 06/10/2026	Complete	HERBERT BANUELOS	Ad Hoc Payment	Check	06/10/2026		15-CR-0738		314406	149.69	USD	149.69	USD
Ad Hoc Payment: CUMIS INSURANCE SOCIETY - 06/10/2026	Complete	CUMIS INSURANCE SOCIETY	Ad Hoc Payment	Check	06/10/2026		22-CR-3520		314398	2,758.36	USD	2,758.36	USD
Ad Hoc Payment: RANDALLS - 06/10/2026	Complete	RANDALLS	Ad Hoc Payment	Check	06/10/2026		MD-0409605		314416	44.23	USD	44.23	USD
Ad Hoc Payment: Marvin Calix - 06/10/2026	Complete	Marvin Calix	Ad Hoc Payment	Check	06/10/2026		MD-0418914		314412	157.60	USD	157.60	USD
Ad Hoc Payment: TEXAS DEPARTMENT OF PUBLIC SAFETY - 06/10/2026	Complete	TEXAS DEPARTMENT OF PUBLIC SAFETY	Ad Hoc Payment	Check	06/10/2026		25-CR-1714		314421	32.00	USD	32.00	USD
Ad Hoc Payment: BRITTANY ELLIOTT - 06/10/2026	Complete	BRITTANY ELLIOTT	Ad Hoc Payment	Check	06/10/2026		24-CR-4594		314396	216.67	USD	216.67	USD
Ad Hoc Payment: Texas Department of Public Safety - 06/10/2026	Complete	Texas Department of Public Safety	Ad Hoc Payment	Check	06/10/2026		25-CR-1166		314420	75.00	USD	75.00	USD
Ad Hoc Payment: Valerie Padilla - 06/10/2026	Complete	Valerie Padilla	Ad Hoc Payment	Check	06/10/2026		26-CR-0016		314424	1,000.00	USD	1,000.00	USD
Ad Hoc Payment: MONTAUK ENERGY HOLDING, LLC - 06/10/2026	Complete	MONTAUK ENERGY HOLDING, LLC	Ad Hoc Payment	Check	06/10/2026		22-CR-0587		314413	500.00	USD	500.00	USD

Payment	Status	Payee	Payment Category	Payment Type	Payment Date	Handling Code	Payment Memo	Prenote Status	Transaction Reference	Payment Amount	Payment Currency	Bank Amount	Bank Currency
Ad Hoc Payment: GALVESTON GOVERNMENT EMPLOYEES CREDIT UNION - 06/10/2026	Complete	GALVESTON GOVERNMENT EMPLOYEES CREDIT UNION	Ad Hoc Payment	Check	06/10/2026		22-CR-3520		314404	41.64	USD	41.64	USD
Ad Hoc Payment: NICHOLAS LONG - 06/10/2026	Complete	NICHOLAS LONG	Ad Hoc Payment	Check	06/10/2026		24-CR-3508		314415	200.00	USD	200.00	USD
Ad Hoc Payment: CVS Health - 06/10/2026	Complete	CVS Health	Ad Hoc Payment	Check	06/10/2026		MD-0409607		314399	150.00	USD	150.00	USD
Ad Hoc Payment: Daniel Shroeder - 06/10/2026	Complete	Daniel Shroeder	Ad Hoc Payment	Check	06/10/2026		MD-0396534		314400	15.00	USD	15.00	USD
Ad Hoc Payment: Ronald Bell - 06/10/2026	Complete	Ronald Bell	Ad Hoc Payment	Check	06/10/2026		24-CR-1833		314417	4,000.00	USD	4,000.00	USD
Ad Hoc Payment: KAREN GRISWOLD - 06/10/2026	Complete	KAREN GRISWOLD	Ad Hoc Payment	Check	06/10/2026		MD-0373096		314409	70.00	USD	70.00	USD
Ad Hoc Payment: FIRST FINANCIAL ASSET MANAGMENT - 06/10/2026	Complete	FIRST FINANCIAL ASSET MANAGMENT	Ad Hoc Payment	Check	06/10/2026		22-CR-1374		314403	15.00	USD	15.00	USD
Ad Hoc Payment: Maria Rondiak - 06/10/2026	Complete	Maria Rondiak	Ad Hoc Payment	Check	06/10/2026		MD-0427517		314411	160.00	USD	160.00	USD
Ad Hoc Payment: Harry Boback - 06/10/2026	Complete	Harry Boback	Ad Hoc Payment	Check	06/10/2026		25-CR-0543		314405	400.00	USD	400.00	USD
Ad Hoc Payment: JEFFREY SMITH - 06/10/2026	Complete	JEFFREY SMITH	Ad Hoc Payment	Check	06/10/2026		25-CR-0178		314407	560.50	USD	560.50	USD
Ad Hoc Payment: Texas Department of Public Safety - 06/10/2026	Complete	Texas Department of Public Safety	Ad Hoc Payment	Check	06/10/2026		15-CR-0738		314423	0.31	USD	0.31	USD
Ad Hoc Payment: Camillo Properties - 06/10/2026	Complete	Camillo Properties	Ad Hoc Payment	Check	06/10/2026		24-CR-1733		314397	100.00	USD	100.00	USD
Ad Hoc Payment: SALVATION ARMY - 06/10/2026	Complete	SALVATION ARMY	Ad Hoc Payment	Check	06/10/2026		25-CR-3834		314418	40.00	USD	40.00	USD

Payment	Status	Payee	Payment Category	Payment Type	Payment Date	Handling Code	Payment Memo	Prenote Status	Transaction Reference	Payment Amount	Payment Currency	Bank Amount	Bank Currency
Ad Hoc Payment: Family Dollar - 06/10/2026	Complete	Family Dollar	Ad Hoc Payment	Check	06/10/2026		MD-0409605		314402	105.77	USD	105.77	USD
Ad Hoc Payment: ELEAZAR FLORES - 06/10/2026	Complete	ELEAZAR FLORES	Ad Hoc Payment	Check	06/10/2026		24-CR-0307		314401	355.00	USD	355.00	USD
Ad Hoc Payment: MORIAH FREEMAN - 06/10/2026	Complete	MORIAH FREEMAN	Ad Hoc Payment	Check	06/10/2026		MD-0423100		314414	252.00	USD	252.00	USD
Ad Hoc Payment: MARAGAN NIXON - 06/10/2026	Complete	MARAGAN NIXON	Ad Hoc Payment	Check	06/10/2026		MD-0411420		314410	347.00	USD	347.00	USD
Ad Hoc Payment: Texas Department of Public Safety - 06/10/2026	Complete	Texas Department of Public Safety	Ad Hoc Payment	Check	06/10/2026		25-CR-1007		314422	35.00	USD	35.00	USD
Ad Hoc Payment: John Charles Boridy - 06/10/2026	Complete	John Charles Boridy	Ad Hoc Payment	Check	06/10/2026		20-CR-3761		314408	100.00	USD	100.00	USD
Ad Hoc Payment: STATE FARM INSURANCE - 06/10/2026	Complete	STATE FARM INSURANCE	Ad Hoc Payment	Check	06/10/2026		22-CR-1085		314419	500.00	USD	500.00	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 - 06/12/2026 07:04 AM	29	12,380.77	USD	06/12/2026 09:04:29 AM		Positive Pay File for Prosperity-Court Collections Odyssey 9911 on 06/12/2026, 7:04 AM	29	12,380.77	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	06/12/2026 09:01:37 AM	06/13/2026	Susie Smith	1	
Print Checks Task	Print Checks	Not Required		06/13/2026		0	
Print Checks Task	Print Checks	Not Required		06/13/2026		0	
Print Checks Task	Print Checks	Not Required		06/13/2026		0	
Print Checks Task	Print Checks	Not Required		06/13/2026		0	

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Print Checks Task	Print Checks	Not Required		06/13/2026		0	
Print Checks Task	Print Checks	Not Required		06/13/2026		0	
Print Checks Task	Print Checks	Not Required		06/13/2026		0	
Print Checks Task	Print Checks	Step Completed	06/12/2026 09:04:30 AM	06/12/2026	Susie Smith	1	
Print Checks Task	Service: Remittance	Step Completed	06/12/2026 09:04:30 AM	06/13/2026	Workday Service	1	

Related Business Processes History

Business Process	Status
Positive Pay File: Prosperity-Court Collections Odyssey 9911 on 06/12/2026 for $12,380.77	In Progress

Payment Printing Run Ad Hoc Payment - Odyssey - 06/22/2026 07:03 AM
Settlement Run SR-0000410
Payment Group Ad Hoc Payment(Check) for Prosperity-Court Collections Odyssey 9911
Status Processing

Process Information

Name of Submitter Annaya Nigrelle
Actual Start Date and Time 06/22/2026 09:03 AM

0%
00:00:00

Total Processing Time (hour:min:sec)

Payments

Payment	Payment Date	Check Number	Payment Amount	Currency	Payee
Ad Hoc Payment: ADRION SMITH - 06/17/2026	06/17/2026	314425	20.50	USD	ADRION SMITH
Ad Hoc Payment: Affordable Air& Heat - 06/17/2026	06/17/2026	314426	85.70	USD	Affordable Air& Heat
Ad Hoc Payment: Albert Matties - 06/17/2026	06/17/2026	314427	152.06	USD	Albert Matties
Ad Hoc Payment: ALWAYS MARKET - 06/17/2026	06/17/2026	314428	15.00	USD	ALWAYS MARKET
Ad Hoc Payment: AUBREY ADAMS - 06/17/2026	06/17/2026	314429	95.66	USD	AUBREY ADAMS
Ad Hoc Payment: BECKY FELLOWS - 06/17/2026	06/17/2026	314430	51.66	USD	BECKY FELLOWS
Ad Hoc Payment: Beth Robinson - 06/17/2026	06/17/2026	314431	120.00	USD	Beth Robinson
Ad Hoc Payment: Brandy Perales - 06/17/2026	06/17/2026	314432	125.00	USD	Brandy Perales
Ad Hoc Payment: BRETT COPE - 06/17/2026	06/17/2026	314433	58.16	USD	BRETT COPE
Ad Hoc Payment: CHARLIE FAHRMEIER - 06/17/2026	06/17/2026	314434	50.20	USD	CHARLIE FAHRMEIER
Ad Hoc Payment: Chris Griffin - 06/17/2026	06/17/2026	314435	454.62	USD	Chris Griffin
Ad Hoc Payment: CITY OF LEAGUE CITY - 06/17/2026	06/17/2026	314436	70.02	USD	CITY OF LEAGUE CITY
Ad Hoc Payment: Coy Christian Clark - 06/17/2026	06/17/2026	314437	60.00	USD	Coy Christian Clark
Ad Hoc Payment: DANIEL MCKINNEY - 06/17/2026	06/17/2026	314438	62.33	USD	DANIEL MCKINNEY
Ad Hoc Payment: DAVID GARZA - 06/17/2026	06/17/2026	314439	90.00	USD	DAVID GARZA
Ad Hoc Payment: DIANA WISINGER - 06/17/2026	06/17/2026	314440	1.12	USD	DIANA WISINGER
Ad Hoc Payment: DONALD M GUNDERMANN - 06/17/2026	06/17/2026	314441	150.00	USD	DONALD M GUNDERMANN

Payment	Payment Date	Check Number	Payment Amount	Currency	Payee
Ad Hoc Payment: DOUG WINTER - 06/17/2026	06/17/2026	314442	5.00	USD	DOUG WINTER
Ad Hoc Payment: Esperanza Samudio Puentes - 06/17/2026	06/17/2026	314443	140.00	USD	Esperanza Samudio Puentes
Ad Hoc Payment: Fraud Prosecution Unit Texas Workforce Commision Revenue & Trust Managment - 06/17/2026	06/17/2026	314444	301.00	USD	Fraud Prosecution Unit Texas Workforce Commision Revenue & Trust Managment
Ad Hoc Payment: Fraud prosecution Unit Texas Workforce Commisision Revenue & Trust Management - 06/17/2026	06/17/2026	314445	100.00	USD	Fraud prosecution Unit Texas Workforce Commisision Revenue & Trust Management
Ad Hoc Payment: FRIENDSWOOD YOUTH BASEBALL BOOSTER CLUB - 06/17/2026	06/17/2026	314446	300.00	USD	FRIENDSWOOD YOUTH BASEBALL BOOSTER CLUB
Ad Hoc Payment: Gary Kent Syfert - 06/17/2026	06/17/2026	314447	23.65	USD	Gary Kent Syfert
Ad Hoc Payment: Health and Human Services Commission - 06/17/2026	06/17/2026	314448	140.00	USD	Health and Human Services Commission
Ad Hoc Payment: Janet Stricklin - 06/17/2026	06/17/2026	314449	35.14	USD	Janet Stricklin
Ad Hoc Payment: JCPENNY - 06/17/2026	06/17/2026	314450	46.18	USD	JCPENNY
Ad Hoc Payment: JOHN ALCORN - 06/17/2026	06/17/2026	314451	3.88	USD	JOHN ALCORN
Ad Hoc Payment: John Charles Boridy - 06/17/2026	06/17/2026	314452	200.00	USD	John Charles Boridy
Ad Hoc Payment: JOHN PARKER - 06/17/2026	06/17/2026	314453	21.14	USD	JOHN PARKER
Ad Hoc Payment: Kendall Phillips - 06/17/2026	06/17/2026	314454	98.00	USD	Kendall Phillips
Ad Hoc Payment: KHAMBREL MARSHALL - 06/17/2026	06/17/2026	314455	82.03	USD	KHAMBREL MARSHALL
Ad Hoc Payment: MANFREDY VILLALOBOS - 06/17/2026	06/17/2026	314456	15.00	USD	MANFREDY VILLALOBOS
Ad Hoc Payment: Marsha Martin - 06/17/2026	06/17/2026	314457	334.53	USD	Marsha Martin
Ad Hoc Payment: Naomi Delarosa - 06/17/2026	06/17/2026	314458	35.00	USD	Naomi Delarosa
Ad Hoc Payment: NATION UNION FIRE INS. CO. OF PITTSBURG, PA. - 06/17/2026	06/17/2026	314459	1,620.00	USD	NATION UNION FIRE INS. CO. OF PITTSBURG, PA.
Ad Hoc Payment: SHARON DEPAUW - 06/17/2026	06/17/2026	314460	32.73	USD	SHARON DEPAUW
Ad Hoc Payment: Shirley Guidry - 06/17/2026	06/17/2026	314461	65.00	USD	Shirley Guidry
Ad Hoc Payment: SONIA HAYNES - 06/17/2026	06/17/2026	314462	40.65	USD	SONIA HAYNES
Ad Hoc Payment: TERRY GRAHAM - 06/17/2026	06/17/2026	314463	68.69	USD	TERRY GRAHAM
Ad Hoc Payment: TEXAS COASTAL REALTY - 06/17/2026	06/17/2026	314464	920.00	USD	TEXAS COASTAL REALTY
Ad Hoc Payment: Texas Department of Public Safety - 06/17/2026	06/17/2026	314465	20.00	USD	Texas Department of Public Safety
Ad Hoc Payment: Texas Department of Public Safety - 06/17/2026	06/17/2026	314466	25.00	USD	Texas Department of Public Safety

Payment	Payment Date	Check Number	Payment Amount	Currency	Payee
Ad Hoc Payment: Texas Department of Safety Restitution Accounting - 06/17/2026	06/17/2026	314467	19.00	USD	Texas Department of Safety Restitution Accounting
Ad Hoc Payment: TONY SOUTHALL - 06/17/2026	06/17/2026	314468	117.75	USD	TONY SOUTHALL

Positive Pay Files

Positive Pay File	Positive Pay File Payment Count	Amount Total	Account Currency	Process History							
				Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Positive Pay File for Prosperity-Court Collections Odyssey 9911 on 06/22/2026, 7:03 AM	44	6,471.40	USD	Payment Printing Event	Payment Printing Event	Step Completed	06/22/2026 09:03:14 AM	06/23/2026	Annaya Nigrelle	1	
				Payment Printing Event	Approval by Settlement Specialist	Awaiting Action			Dwight Sullivan (Settlement Specialist)	3	
									Mien Tran (Settlement Specialist)		
									Susie Smith (Settlement Specialist)		

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*10.

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

Receive and file Summary of Biweekly Personnel Movements pay period #13, June 04 - June 17, 2026, submitted by Human Resources

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	6/25/26 11:12 am

Biweekly Movement for Personnel Movement PP#13 - 06/04/2026 - 06/17/2026

Department	Employee	Transfer Date	Job Profile	Salary	Reason
District Clerk	Amanda Daigle	6/4/2026	Chief District Deputy	$76,762.00	Promotion
District Clerk	Brodie Warner	6/4/2026	Administrative Assistant II	$45,861.00	Promotion
Sheriff's Office	Jason Villarreal	6/4/2026	Deputy Sheriff - T5	$85,000.00	Promotion
District Clerk	Jennifer Brooks	6/8/2026	Senior Court Clerk Coordinator	$50,561.00	Promotion
Sheriff's Office	Madeline Ritchey	6/4/2026	Deputy Sheriff - T1	$65,000.00	Promotion
Justice Court Pct. 2	Monica Clark	6/4/2026	Deputy JP III	$39,616.00	Promotion
District Clerk	Nicholas Stone	6/4/2026	Senior Deputy County Clerk	$39,616.00	Promotion
District Clerk	Stefanie Reyes	6/4/2025	Court Clerk Coordinator	$41,596.00	Promotion

Biweekly Movement for New Hires PP#13 - 06/04/2026 - 06/17/2026

Department	Employee	Hire Date	Job Profile	Salary
Sheriff's Office	Alycia Hardin	6/4/2026	Training & Recruiting Coordinator	$53,089.00
Parks	Bradley Simpson	6/4/2026	Parks Maintenance Worker	$31,040.00
Road & Bridge	Charlotte McDowell	6/4/2026	Beach Sticker Ambassador	$24,544.00
Professional Services	Kenneth Peters	6/8/2026	Budget Specialist	$53,089.00
Juvenile Justice	LaQuarie Russell	6/4/2026	Temporary Juvenile Supervision Officer	$25,785.00

Biweekly Movement for Terminations PP#13 - 06/04/2026 - 06/17/2026

Department	Employee	Termination	Job Profile	Salary
Parks	Bradley Simpson	6/11/2026	Parks Maintenance Worker	$31,040.00
District Clerk	Brandee Robertson	6/10/2026	Administrative Assistant II	$46,778.00
Parks	Christopher Bivens	6/17/2026	Parks Facility Maintenance Technician I	$37,730.82
Sheriff's Office	Debra Hodges	6/17/2026	Administrative Coordinator - S.O.	$58,125.00
Environmental Services	Eric Silva	6/9/2026	Custodian	$31,972.00
Sheriff's Office	Gage Flannigan	6/6/2026	Corrections Officer I	$53,316.00
Tax Office	Laura Gutierrez	6/17/2026	Tax Assessor Branch Manager	$56,393.00
Auditor's Office	Logan Caloway	6/17/2026	Accountant I	$54,995.20
County Court 2	Marissa Moore	6/5/2026	Court Coordinator	$55,744.00
Parks	Samuel Jenkins	6/17/2026	Parks Facility Maintenance Technician II	$40,385.88
Sheriff's Office	Vincent Stines	6/17/2026	Corrections Officer III	$64,097.00

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*11.

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

Receive and file Galveston County Emergency Services District No. 1 Financial Audit for year ended December 31, 2025 submitted by the County Judge

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	6/25/26 1:22 pm

GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

GALVESTON COUNTY, TEXAS

ANNUAL FINANCIAL REPORT

DECEMBER 31, 2025

McCALL GIBSON SWEDLUND BARFOOT ELLIS PLLC
Certified Public Accountants

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McCall Gibson Swedlund Barfoot Ellis PLLC

Certified Public Accountants

Chris Swedlund
Noel W. Barfoot
Joseph Ellis
Ashlee Martin

Mike M. McCall
(retired)
Debbie Gibson
(retired)

INDEPENDENT AUDITOR'S REPORT

Board of Commissioners
Galveston County Emergency
Services District No. 1
Galveston County, Texas

Opinions

We have audited the accompanying financial statements of the governmental activities and major fund of Galveston County Emergency Services District No. 1 (the "District") as of and for the year ended December 31, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and major fund of the District as of December 31, 2025, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

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

Required Supplementary Information

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

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The other supplementary information is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The supplementary information, excluding that portion marked "Unaudited" on which we express no opinion or provide an assurance, has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

McCall Gibson Swedlund Barfoot Ellis PLLC

McCall Gibson Swedlund Barfoot Ellis PLLC
Certified Public Accountants
Houston, Texas

June 22, 2026

GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED DECEMBER 31, 2025

Management's discussion and analysis of Galveston County Emergency Services District No. 1's (the "District") financial performance provides an overview of the District's financial activities for the fiscal year ended December 31, 2025. Please read it in conjunction with the District's financial statements.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The basic financial statements include: (1) combined fund financial statements and government-wide financial statements and (2) notes to the financial statements. The combined fund financial statements and government-wide financial statements combine both: (1) the Statement of Net Position and Governmental Fund Balance Sheet and (2) the Statement of Activities and Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balance. This report also includes required and other supplementary information in addition to the basic financial statements.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

The District's annual report includes two financial statements combining the government-wide financial statements and the fund financial statements. The government-wide financial statements provide both long-term and short-term information about the District's overall status. Financial reporting at this level uses a perspective similar to that found in the private sector with its basis in full accrual accounting and elimination or reclassification of internal activities.

The Statement of Net Position includes all the District's assets, liabilities and, if applicable, deferred inflows and outflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating. Evaluation of the overall health of the District would extend to other non-financial factors.

The Statement of Activities reports how the District's net position changed during the current fiscal year. All current year revenues and expenses are included regardless of when cash is received or paid.

FUND FINANCIAL STATEMENTS

The combined statements also include fund financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District has one governmental fund type. The General Fund accounts for resources not accounted for in another fund, property tax revenues, costs of assessing and collecting taxes, and general expenditures.

FUND FINANCIAL STATEMENTS (Continued)

Governmental funds are reported in each of the financial statements. The focus in the fund financial statements provides a distinctive view of the District's governmental funds. These statements report short-term fiscal accountability focusing on the use of spendable resources and balances of spendable resources available at the end of the year. They are useful in evaluating annual financing requirements of the District and the commitment of spendable resources for the near-term.

Since the government-wide focus includes the long-term view, comparisons between these two perspectives may provide insight into the long-term impact of short-term financing decisions. The adjustments columns, the Reconciliation of the Governmental Fund Balance Sheet to the Statement of Net Position and the Reconciliation of the Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balance to the Statement of Activities explain the differences between the two presentations and assist in understanding the differences between these two perspectives.

NOTES TO THE FINANCIAL STATEMENTS

The accompanying notes to the financial statements provide information essential to a full understanding of the government-wide and fund financial statements.

OTHER INFORMATION

In addition to the financial statements and accompanying notes, this report also presents certain required supplementary information ("RSI") and other supplementary information. The budgetary comparison schedule is included as RSI for the General Fund.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Net position may serve over time as a useful indicator of the District's financial position. In the case of the District, assets exceeded liabilities and deferred inflows of resources by $1,437,280 as of December 31, 2025.

A portion of the District's net position reflects its net investment in capital assets (land, firefighting gear, firefighting equipment and communication equipment, less any debt used to acquire those assets that is still outstanding). The District uses these assets to provide additional equipment to its service provider.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The following is a comparative analysis of government-wide changes in net position:

	Summary of Changes in the Statement of Net Position		
	2025	2024	Change Positive (Negative)
Current and Other Assets	$ 3,481,291	$ 3,501,033	$ (19,742)
Capital Assets (Net of Accumulated Depreciation)	641,025	309,288	331,737
Right-of-Use Assets (Net of Accumulated Amortization)	854,829	986,480	(131,651)
Total Assets	$ 4,977,145	$ 4,796,801	$ 180,344
Long-Term Liabilities	$ 761,114	$ 878,670	$ 117,556
Current and Other Liabilities	120,752	122,631	1,879
Total Liabilities	$ 881,866	$ 1,001,301	$ 119,435
Deferred Inflows of Resources	$ 2,657,999	$ 2,388,706	$ (269,293)
Net Position:			
Net Investment in Capital Assets	$ 617,184	$ 302,049	$ 315,135
Unrestricted	820,096	1,104,745	(284,649)
Total Net Position	$ 1,437,280	$ 1,406,794	$ 30,486

The following table provides a summary of the District's operations for the years ended December 31, 2025, and December 31, 2024.

	Summary of Changes in the Statement of Activities		
	2025	2024	Change Positive (Negative)
Revenues:			
Property Taxes	$ 2,381,083	$ 2,158,098	$ 222,985
Other Revenues	117,322	111,811	5,511
Total Revenues	$ 2,498,405	$ 2,269,909	$ 228,496
Expenses for Services	2,467,919	2,165,948	(301,971)
Change in Net Position	$ 30,486	$ 103,961	$ (73,475)
Net Position, Beginning of Year	1,406,794	1,302,833	103,961
Net Position, End of Year	$ 1,437,280	$ 1,406,794	$ 30,486

FINANCIAL ANALYSIS OF THE DISTRICT'S GOVERNMENTAL FUND

The District's General Fund fund balance as of December 31, 2025, was $532,477, a decrease of $320,831 from the prior year.

GENERAL FUND BUDGETARY HIGHLIGHTS

The Board of Commissioners did not amend the budget during the current fiscal year. Actual revenues were $111,019 more than budgeted revenues and actual expenditures were $577,123 more than budgeted expenditures, which resulted in a negative variance of $466,104. See the budget to actual comparison.

CAPITAL ASSETS

Capital assets as of December 31, 2025, total $641,025 (net of accumulated depreciation).

Capital Assets At Year-End, Net of Accumulated Depreciation

	2025	2024	Change Positive (Negative)
Capital Assets Not Being Depreciated:			
Land	$ 232,062	$	$ 232,062
Capital Assets, Net of Accumulated Depreciation:			
Vehicle and Equipment	408,963	309,288	99,675
Total Capital Assets	$ 641,025	$ 309,288	$ 331,737

RIGHT-OF-USE ASSETS

In accordance with the requirements of GASB Statement No. 87, the District classified certain capital assets to right-of-use assets. Right-of-use assets consisted of 2 Spartan Trucks which totaled $1,316,510, had current year amortization expense of $131,651, and had an accumulated amortization balance of $461,681 as of December 31, 2025.

LONG-TERM DEBT ACTIVITY

At the end of the current fiscal year, the District had debt payable of $878,670. The changes in the debt position of the District during the current year ended December 31, 2025, are summarized as follows:

Leases Payable, January 1, 2025	$	993,719
Less: Principal Paid		115,049
Leases Payable, December 31, 2025	$	878,670

CONTACTING THE DISTRICT'S MANAGEMENT

This financial report is designed to provide a general overview of the District's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to Galveston County Emergency Services District No. 1, c/o Coveler & Peeler, P.C., 820 Gessner, Suite 1710, Houston, Texas 77024.

GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
STATEMENT OF NET POSITION AND GOVERNMENTAL FUND BALANCE SHEET
DECEMBER 31, 2025

	General Fund	Adjustments	Statement of Net Position
ASSETS			
Cash	$ 1,018,795	$	$ 1,018,795
Investments	686,563		686,563
Receivables:			
Property Taxes	1,523,984		1,523,984
Penalty and Interest on Delinquent Taxes		115,250	115,250
Prepaid Costs	136,699		136,699
Land		232,062	232,062
Capital Assets (Net of Accumulated Depreciation)		408,963	408,963
Right-of-Use Assets (Net of Accumulated Amortization)		854,829	854,829
TOTAL ASSETS	$ 3,366,041	$ 1,611,104	$ 4,977,145
LIABILITIES			
Accounts Payable	$ 3,196	$	$ 3,196
Leases Payable:			
Due Within One Year		117,556	117,556
Due After One Year		761,114	761,114
TOTAL LIABILITIES	$ 3,196	$ 878,670	$ 881,866
DEFERRED INFLOWS OF RESOURCES			
Property Taxes	$ 2,830,368	$ (172,369)	$ 2,657,999
FUND BALANCE			
Nonspendable: Prepaid Costs	$ 136,699	$ (136,699)	$
Unassigned	395,778	(395,778)	
TOTAL FUND BALANCE	$ 532,477	$ (532,477)	$ - 0 -
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE	$ 3,366,041		
NET POSITION			
Net Investment in Capital Assets		$ 617,184	$ 617,184
Unrestricted		820,096	820,096
TOTAL NET POSITION		$ 1,437,280	$ 1,437,280

The accompanying notes to the financial statements are an integral part of this report.

GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
RECONCILIATION OF THE GOVERNMENTAL FUND BALANCE SHEET TO THE STATEMENT OF NET POSITION
DECEMBER 31, 2025

Total Fund Balance - Governmental Fund		$ 532,477
Amounts reported for governmental activities in the Statement of Net Position are different because:		
Capital assets and right-of-use assets used in governmental activities are not current financial resources and, therefore, are not reported as assets in the governmental funds.		1,495,854
Deferred inflows of resources related to property tax revenues and penalty and interest receivable on delinquent taxes for the 2024 and prior tax levies became part of recognized revenues in the governmental activities of the District.		287,619
Certain liabilities are not due and payable in the current period and, therefore, are not reported as liabilities in the governmental funds. These liabilities at year end consist of the following:		
Leases Payable Within One Year	$ (117,556)	
Leases Payable After One Year	(761,114)	(878,670)
Total Net Position - Governmental Activities		$ 1,437,280

The accompanying notes to the financial statements are an integral part of this report.

GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUND STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
FOR THE YEAR ENDED DECEMBER 31, 2025

	General Fund	Adjustments	Statement of Activities
REVENUES			
Property Taxes	$ 2,357,545	$ 23,538	$ 2,381,083
Penalty and Interest	44,131	12,644	56,775
Investment Revenues	59,235		59,235
Miscellaneous Revenues	1,312		1,312
TOTAL REVENUES	$ 2,462,223	$ 36,182	$ 2,498,405
EXPENDITURES/EXPENSES			
Service Operations:			
District Services - Santa Fe Fire and Rescue	$ 2,174,350	$	$ 2,174,350
Accounting and Auditing	22,091		22,091
Appraisal District Fees	20,750		20,750
Commissioner Fees	3,600		3,600
Insurance	2,163		2,163
Legal Fees - General	25,796		25,796
Legal Fees - Delinquent Tax Collections	12,569		12,569
Tax Assessor/Collector Fees	3,669		3,669
Depreciation/Amortization		179,576	179,576
Other	1,705		1,705
Capital Outlay	379,662	(379,662)	
Debt Service:			
Capital Leases Principal	115,049	(115,049)	
Capital Leases Interest	21,650		21,650
TOTAL EXPENDITURES/EXPENSES	$ 2,783,054	$ (315,135)	$ 2,467,919
NET CHANGE IN FUND BALANCE	$ (320,831)	$ 320,831	$
CHANGE IN NET POSITION		30,486	30,486
FUND BALANCE/NET POSITION - JANUARY 1, 2025	853,308	553,486	1,406,794
FUND BALANCE/NET POSITION - DECEMBER 31, 2025	$ 532,477	$ 904,803	$ 1,437,280

The accompanying notes to the financial statements are an integral part of this report.

GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
RECONCILIATION OF THE GOVERNMENTAL FUND STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE TO THE STATEMENT OF ACTIVITIES FOR THE YEAR ENDED DECEMBER 31, 2025

Net Change in Fund Balance - Governmental Fund	$	(320,831)
Amounts reported for governmental activities in the Statement of Activities are different because:		
Governmental funds report property tax revenues when collected. However, in the government-wide financial statements, revenues are recorded in the accounting period for which the taxes are levied.		23,538
Governmental funds report penalty and interest revenue on property taxes when collected. However, in the government-wide financial statements, revenues are recorded when penalty and interest are assessed.		12,644
Governmental funds do not account for depreciation/amortization. However, in the Statement of Net Position, capital assets are depreciated/amortized and depreciation/amortization expense is recorded in the Statement of Activities.		(179,576)
Governmental funds report capital expenditures as expenditures in the period purchased. However, in the Statement of Net Position, capital assets are increased by new purchases and the Statement of Activities is not affected.		379,662
Governmental funds report principal payments on long-term debt as expenditures in the year paid. However, in the government-wide financial statements. liabilities are reduced when principal payments are made and the Statement of Activities is not affected.		115,049
Change in Net Position - Governmental Activities	$	30,486

The accompanying notes to the financial statements are an integral part of this report.

NOTE 1. CREATION OF DISTRICT

Galveston County Emergency Services District No. 1 (the "District") was created by the Commissioners' Court of the County of Galveston on May 16, 1994, in accordance with Article III, Section 48-e, of the Texas Constitution. This action was taken by the Commissioners as a result of voter approval by residents of the District on May 7, 1994. The District operates under Chapter 775 of the Health and Safety Code. The District was established to provide operating funds for the contracting of fire prevention and emergency medical services within the boundaries of the District.

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America as promulgated by the Governmental Accounting Standards Board ("GASB").

The District is a political subdivision of the State of Texas governed by an appointed board. GASB has established the criteria for determining whether an entity is a primary government or a component unit of a primary government. The primary criteria are that it has a separately elected governing body, it is legally separate, and it is fiscally independent of other state and local governments. Under these criteria, the District is considered a primary government and is not a component unit of any other government. Additionally, no other entities meet the criteria for inclusion in the District's financial statement as component units.

Financial Statement Presentation

These financial statements have been prepared in accordance with GASB Codification of Governmental Accounting and Financial Reporting Standards Part II, Financial Reporting ("GASB Codification").

The GASB Codification sets forth standards for external financial reporting for all state and local government entities, which include a requirement for a Statement of Net Position and a Statement of Activities. It requires the classification of net position into three components: Net Investment in Capital Assets; Restricted; and Unrestricted. These classifications are defined as follows:

- Net Investment in Capital Assets – This component of net position consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvements of those assets.

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Financial Statement Presentation (Continued)

- Restricted Net Position – This component of net position consists of external constraints placed on the use of assets imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulation of other governments or constraints imposed by law through constitutional provisions or enabling legislation.

- Unrestricted Net Position – This component of net position consists of assets that do not meet the definition of Restricted or Net Investment in Capital Assets.

When both restricted and unrestricted resources are available for use, generally it is the District's policy to use restricted resources first.

Government-Wide Financial Statements

The Statement of Net Position and the Statement of Activities display information about the District as a whole. The District's Statement of Net Position and Statement of Activities are combined with the governmental fund financial statements. The District is viewed as a special-purpose government and has the option of combining these financial statements.

The Statement of Net Position is reported by adjusting the governmental fund types to report on the full accrual basis, economic resource basis, which recognizes all long-term assets and receivables as well as long-term debt and obligations. Any amounts recorded due to and due from other funds are eliminated in the Statement of Net Position.

The Statement of Activities is reported by adjusting the governmental fund types to report only items related to current year revenues and expenditures. Items such as capital outlay are allocated over their estimated useful lives as depreciation expense. Internal activities between governmental funds, if any, are eliminated by adjustment to obtain net total revenues and expenses in the government-wide Statement of Activities.

Fund Financial Statements

As discussed above, the District's fund financial statements are combined with the government-wide financial statements. The fund financial statements include a Governmental Fund Balance Sheet and a Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balance.

Fund Types

The District has one governmental fund; therefore, it is a major fund.

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Financial Statement Presentation (Continued)

Fund Financial Statements (Continued)

General Fund – To account for resources not required to be accounted for in another fund, property tax revenues, costs of assessing and collecting taxes, and general expenditures.

Basis of Accounting

The District uses the modified accrual basis of accounting for governmental fund types. The modified accrual basis of accounting recognizes revenues when both "measurable and available." Measurable means the amount can be determined. Available means collectable within the current period or soon enough thereafter to pay current liabilities. The District considers revenues reported in governmental funds to be available if they are collectable within 60 days after year-end. Also, under the modified accrual basis of accounting, expenditures are recorded when the related fund liability is incurred, except for principal and interest on long-term debt, which are recognized as expenditures when payment is due.

Property taxes considered available by the District and included in revenues include 2024 tax levy collections during the period October 1, 2024, to December 31, 2025, and taxes collected from January 1, 2025, to December 31, 2025, for all prior tax levies. The 2025 tax levy has been fully deferred.

Amounts transferred from one fund to another fund are reported as other financing sources or uses. Loans by one fund to another fund and amounts paid by one fund for another fund are reported as interfund receivables and payables in the Governmental Fund Balance Sheet if there is intent to repay the amount and if the debtor fund has the ability to repay the advance on a timely basis.

Capital Assets and Right-of-Use Assets

Capital assets, which include land, buildings and equipment, are reported in the government-wide Statement of Net Position. All capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Donated assets are valued at their fair market value on the date donated. Repairs and maintenance are recorded as expenditures in the governmental fund incurred and as an expense in the government-wide Statement of Activities. Capital asset additions, improvements and preservation costs that extend the life of an asset are capitalized and depreciated over the estimated useful life of the asset.

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Capital Assets and Right-of-Use Assets (Continued)

Assets are capitalized if they have a total cost of $5,000 or more (including installation costs and professional fees) and a useful life of at least two years or more. Depreciation is calculated on each class of depreciable property using no salvage value and the straight-line method of depreciation. Estimated useful lives are as follows:

	Years
Vehicle and Equipment	10
Firefighting Equipment	10
Firefighting Gear	7
Communication Equipment	10

In accordance with GASB Statement No. 87, the District recorded an apparatus as a right-of-use asset (see Note 8). The right-of-use asset is being amortized over the estimated useful life using the straight-line method of amortization.

Budgeting

An annual unappropriated budget is adopted for the General Fund by the District's Board of Commissioners. The budget is prepared using the same method of accounting as for financial reporting. The original General Fund budget for the current year was not amended. The Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – General Fund presents the original and revised budget amounts, if revised, compared to the actual amounts of revenues and expenditures for the current year.

Pensions

The District has not established a pension plan as the District does not have employees. The Internal Revenue Service has determined that fees of office received by Commissioners are wages subject to federal income tax withholding for payroll tax purposes only.

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus

Measurement focus is a term used to describe which transactions are recognized within the various financial statements. In the government-wide Statement of Net Position and Statement of Activities, the governmental activities are presented using the economic resources measurement focus. The accounting objectives of this measurement focus are the determination of operating income, changes in net position, financial position, and cash flows. All assets, liabilities, and deferred inflows and outflows of resources associated with the activities are reported. Fund equity is classified as net position.

Governmental fund types are accounted for on a spending or financial flow measurement focus. Accordingly, only current assets and current liabilities are included on the Governmental Fund Balance Sheet, and the reported fund balances provide an indication of available spendable or appropriable resources. Operating statements of governmental fund types report increases and decreases in available spendable resources. Fund balances in governmental funds are classified using the following hierarchy:

Nonspendable: amounts that cannot be spent either because they are in nonspendable form or because they are legally or contractually required to be maintained intact.

Restricted: amounts that can be spent only for specific purposes because of constitutional provisions, or enabling legislation, or because of constraints that are imposed externally. The District does not have any restricted fund balances.

Committed: amounts that can be spent only for purposes determined by a formal action of the Board of Commissioners. The Board is the highest level of decision-making authority for the District. This action must be made no later than the end of the fiscal year. Commitments may be established, modified, or rescinded only through ordinances or resolutions approved by the Board. The District does not have any committed fund balances.

Assigned: amounts that do not meet the criteria to be classified as restricted or committed, but that are intended to be used for specific purposes. The District has not adopted a formal policy regarding the assignment of fund balances and does not have any assigned fund balances.

Unassigned: all other spendable amounts in the General Fund.

When expenditures are incurred for which restricted, committed, assigned or unassigned fund balances are available, the District considers amounts to have been spent first out of restricted funds, then committed funds, then assigned funds, and finally unassigned funds.

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Accounting Estimates

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

NOTE 3. TAX LEVY

Voters of the District approved a maximum tax rate of $0.10 per $100 of assessed valuation. During the year ended December 31, 2025, the District levied an ad valorem tax at the rate of $0.085476 per $100 of assessed valuation, which resulted in a tax levy of $2,657,999 on the adjusted taxable valuation of $3,106,541,511 for the 2025 tax year.

All property values and exempt status, if any, are determined by the appraisal district. Assessed values are determined as of January 1 of each year, at which time a tax lien attaches to the related property. Taxes are levied around October/November, are due upon receipt and are delinquent the following February 1. Penalty and interest attach thereafter.

NOTE 4. DEPOSITS AND INVESTMENTS

Deposits

Custodial credit risk is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. The District's deposit policy for custodial credit risk requires compliance with the provisions of Texas statutes.

Texas statutes require that any cash balance in any fund shall, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, be continuously secured by a valid pledge to the District of securities eligible under the laws of Texas to secure the funds of the District, having an aggregate market value, including accrued interest, at all times equal to the uninsured cash balance in the fund to which such securities are pledged. At fiscal year-end, the carrying amount of the District's deposits was $1,018,795 and the bank balance was $256,592. The District was not exposed to custodial credit risk at year-end.

NOTE 4. DEPOSITS AND INVESTMENTS (Continued)

Investments

Under Texas law, the District is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity and that address investment diversification, yield, maturity, and the quality and capability of investment management, and all District funds must be invested in accordance with the following investment objectives: understanding the suitability of the investment to the District's financial requirements, first; preservation and safety of principal, second; liquidity, third; marketability of the investments if the need arises to liquidate the investment before maturity, fourth; diversification of the investment portfolio, fifth; and yield, sixth.

The District's investments must be made "with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived." No person may invest District funds without express written authority from the Board of Commissioners.

Texas statutes include specifications for and limitations applicable to the District and its authority to purchase investments as defined in the Public Funds Investment Act. The District has adopted a written investment policy to establish the guidelines by which it may invest. This policy is reviewed annually. The District's investment policy may be more restrictive than the Public Funds Investment Act.

The District invests in Texas Cooperative Liquid Assets Securities System Trust ("Texas CLASS"), an external public funds investment pool that is not SEC-registered. Public Trust Advisors, LLC serves as the pool's administrator and investment advisor. The pool is subject to the general supervision of the Board of Trustees and its Advisory Board. UMB Bank, N.A. serves as custodian for the pool. Investments held by Texas CLASS are priced to market on a weekly basis. The investments are considered Level I investments because their fair value is measured by quoted prices in active markets. The fair value of the District's position in the pool is the same as the value of the pool shares. There are no limitations or restrictions on withdrawals from Texas Class.

Fund and Investment Type	Fair Value	Maturities of Less Than 1 Year
GENERAL FUND		
Texas CLASS	$ 686,563	$ 686,563

NOTE 4. DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

Credit risk is the risk that the issuer or other counterparty to an investment will not fulfill its obligations. At December 31, 2025, the District's investment in Texas CLASS was rated "AAAm" from Standard and Poor's.

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The District considers the investments in Texas CLASS to have a maturity of less than one-year due to the fact that the share position can usually be redeemed each day at the discretion of the District, unless there has been a significant change in value.

NOTE 5. CAPITAL ASSETS

Capital asset activity for the year ended December 31, 2025:

	January 1, 2025	Increases	Decreases	December 31, 2025
Capital Assets Not Being Depreciated				
Land and Land Improvements	$ - 0 -	$ 232,062	$ - 0 -	$ 232,062
Capital Assets Subject to Depreciation				
Vehicle and Equipment	$ 399,995	$ 147,600	$	$ 547,595
Fire Fighting Gear	38,831			38,831
Fire Fighting Equipment	97,686			97,686
Communication Equipment	314,169			314,169
Total Capital Assets Subject to Depreciation	$ 850,681	$ 147,600	$ - 0 -	$ 998,281
Less Accumulated Depreciation				
Vehicle and Equipment	$ 90,707	$ 47,925	$	$ 138,632
Fire Fighting Gear	38,831			38,831
Fire Fighting Equipment	97,686			97,686
Communication Equipment	314,169			314,169
Total Accumulated Depreciation	541,393	47,925	$ - 0 -	589,318
Total Depreciable Capital Assets, Net of Accumulated Depreciation	$ 309,288	$ 99,675	$ -0-	$ 408,963
Total Capital Assets Net of Accumulated Depreciation	$ 309,288	$ 331,737	$ -0-	$ 641,025

NOTE 6. CONTRACT FOR THE PAYMENT OF FIRE PROTECTION, FIRE SUPPRESSION AND EMERGENCY MEDICAL RESCUE SERVICES

On February 22, 2010, the District executed a contract for the payment of fire protection, fire, suppression and rescue services with Santa Fe Fire and Rescue (the "Department"). The Contract was renewed on July 24, 2017 and the term of the contract was extended for five years, beginning effective January 1, 2017, and shall continue on a year to year basis thereafter, subject to the adoption each year of the Operating and Capital Budgets of the Department. Under the terms of the contract, the Department agrees to provide fire protection and suppression services, emergency medical and rescue services to the residents and commercial interests within the boundaries of the geographic District. This contract may be terminated by either party without cause upon 180 days' notice to the other party, or for cause upon 150 days' notice to the other party.

The Department agrees to prepare for submission to the District an Operating Budget to be tendered to the District at the District's August meeting of each year. The District has the right to approve the monthly monetary amount that will be invoiced to the District by the Department. At the same meeting, the Department will also submit to the District a Capital Budget for the District's review and approval. The District will not be obligated to pay more than the funds it receives in hand less its own administrative costs and operating expenditures.

Ownership of all assets of the Department shall remain with the Department, if purchased by the Department, during the term of this contract. Any and all assets purchased by the District remain with the District, including the two new pumper trucks, regardless of the term of the contract. However, in the event of dissolution of the Department or termination and non-renewal of this contract, the ownership and possession of all non-disposable assets purchased in whole with District appropriated funds shall revert to the District; and ownership and possession of all non-disposable assets purchase partly with District appropriated funds shall revert to the District, subject to reimbursement to the Department for its pro rata share of the fair market value of such asset based upon the ratio of the purchase price paid for with Department funding. The Department agrees to insure all capital assets of the Department, to the extent available, for full replacement costs with the District listed as the "loss payee". The District agrees to furnish sufficient funds annually for the purchase of the insurance required by this contract.

All funds received by the Department, during the term of this agreement, from private insurance carriers, Medicaid, Medicare or directly from a patient in payment for emergency medical, transport and similar services of an emergency nature are to be held by the District for the benefit of the Department's capital expenditure needs or approved prior capital loan repayment obligations, the payment of the Department's pension plan annual obligations, or as otherwise mutually agreed by the District and the Department. In the event of termination or non-renewal of this contract, the ambulance billing revenue not funded to the Department by the District shall be remitted to the Department, less any lawful offsets and credits that may be due the District.

NOTE 7. RISK MANAGEMENT

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

NOTE 8. EQUIPMENT LEASE

On January 7, 2022, the District entered into a $1,216,510 lease agreement with Leasing 2, Inc. to fund the purchase of two pumper fire trucks for future fire protection. Annual installments of $136,699 are due every January 7, beginning January 7, 2023, and ending January 7, 2032. The interest rate is 2.179%.

In accordance with the requirements of GASB Statement No. 87, the District classified certain capital assets to right-of-use assets. Right-of-use assets, current year amortization expense, and accumulated amortization is summarized below:

	January 1, 2025	Increases	Decreases	December 31, 2025
Right-of-use Asset Subject to Amortization				
Firefighting/Rescue Apparatus	$ 1,316,510	$ - 0 -	$ - 0 -	$ 1,316,510
Less Accumulated Amortization				
Firefighting/Rescue Apparatus	$ 330,030	$ 131,651	$ - 0 -	$ 461,681
Right-of-use Asset, Net of Accumulated Amortization	$ 986,480	$ (131,651)	$ - 0 -	$ 854,829

The following is a summary of transactions regarding lease payable for the year ended December 31, 2025:

	January 1, 2025	Additions	Retirements	December 31, 2025
Leases Payable	$ 993,719	$ - 0 -	$ 115,049	$ 878,670

Amount Due Within One Year	$ 117,556
Amount Due After One Year	761,114
Capital Lease Payable	$ 878,670

NOTE 8. EQUIPMENT LEASE (Continued)

As of December 31, 2025, the debt service requirements on the lease payable were as follows:

Fiscal Year	Principal	Interest	Total
2026	$ 117,556	$ 19,143	$ 136,699
2027	120,117	16,582	136,699
2028	122,734	13,965	136,699
2029	125,408	11,291	136,699
2030	128,140	8,559	136,699
2031-2032	264,715	8,683	273,398
	$ 878,670	$ 78,223	$ 956,893

The assets acquired with this lease, will be operated, maintained and insured by the Department.

GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

REQUIRED SUPPLEMENTARY INFORMATION

DECEMBER 31, 2025

GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL - GENERAL FUND FOR THE YEAR ENDED DECEMBER 31, 2025

	Original Budget	Actual	Variance Positive (Negative)
REVENUES			
Property Taxes	$2,336,204	$ 2,357,545	$ 21,341
Penalty and Interest		44,131	44,131
Investment Revenues	15,000	59,235	44,235
Miscellaneous Revenues		1,312	1,312
TOTAL REVENUES	$2,351,204	$ 2,462,223	$ 111,019
EXPENDITURES			
Service Operations:			
District Services - Santa Fe Fire and Rescue	$1,987,632	$ 2,174,350	$ (186,718)
Accounting and Auditing	22,000	22,091	(91)
Appraisal District Fees	15,000	20,750	(5,750)
Commissioner Fees	9,000	3,600	5,400
Insurance	3,000	2,163	837
Legal Fees - General	17,000	25,796	(8,796)
Legal Fees - Delinquent Tax Collections		12,569	(12,569)
Tax Assessor/Collector Fees	7,000	3,669	3,331
Other	8,600	1,705	6,895
Capital Outlay		379,662	(379,662)
Debt Service:			
Capital Leases Principal	115,049	115,049	
Capital Leases Interest	21,650	21,650	
TOTAL EXPENDITURES	$2,205,931	$ 2,783,054	$ (577,123)
NET CHANGE IN FUND BALANCE	$ 145,273	$ (320,831)	$ (466,104)
FUND BALANCE - JANUARY 1, 2025	853,308	853,308	
FUND BALANCE - DECEMBER 31, 2025	$ 998,581	$ 532,477	$ (466,104)

See accompanying independent auditor's report.

GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

OTHER SUPPLEMENTARY INFORMATION

DECEMBER 31, 2025

GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
LISTING OF THE NUMBER OF EMERGENCY RESPONSES MADE WITHIN AND OUTSIDE THE DISTRICT FOR THE YEAR ENDED DECEMBER 31, 2025 (UNAUDITED)

Number of Emergency Responses made Within the District	3,018
Number of Emergency Responses made Outside of the District	55
Total Emergency Responses	3,073

See accompanying independent auditor's report.

GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
SCHEDULE OF INSURANCE AND BONDING COVERAGE
DECEMBER 31, 2025

Type of Coverage	From To	Amount of Coverage	Insurer/Name
PUBLIC EMPLOYEE BLANKET BOND	11/01/25 11/01/26	$ 100,000	National Union Fire Insurance Company
POSITION SCHEDULE BOND Treasurer	11/01/25 11/01/26	$ 100,000	National Union Fire Insurance Company
HIRED/NON-OWNED AUTO LIABILITY Combined Single Limit	11/01/25 11/01/26	$ 1,000,000	National Union Fire Insurance Company
GENERAL LIABILITY General Aggregate Each Occurrence	11/01/25 11/01/26	$ 3,000,000 1,000,000	National Union Fire Insurance Company
MANAGEMENT LIABILITY Each Wrongful Act Aggregate	11/01/25 11/01/26	$ 1,000,000 3,000,000	National Union Fire Insurance Company
EXCESS LIABILITY Each Occurrence Aggregate	11/01/25 11/01/26	$ 1,000,000 2,000,000	National Union Fire Insurance Company

See accompanying independent auditor's report.

GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
ANALYSIS OF TAXES LEVIED AND RECEIVABLE
FOR THE YEAR ENDED DECEMBER 31, 2025

	Maintenance Taxes	
TAXES RECEIVABLE - JANUARY 1, 2025	$ 1,336,905	
Adjustments to Beginning Balance	(7,623)	$ 1,329,282
Original 2025 Tax Levy	$ 2,502,616	
Adjustment to 2025 Tax Levy	155,383	2,657,999
TOTAL TO BE ACCOUNTED FOR		$ 3,987,281
TAX COLLECTIONS:		
Prior Years	$ 1,156,913	
Current Year	1,306,384	2,463,297
TAXES RECEIVABLE - DECEMBER 31, 2025		$ 1,523,984
TAXES RECEIVABLE BY YEAR:		
2025		$ 1,351,615
2024		59,438
2023		29,365
2022		16,466
2021		11,244
2020		8,303
2019		7,446
2018		5,377
2017		4,678
2016 and Prior		30,052
TOTAL		$ 1,523,984

See accompanying independent auditor's report.

GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
ANALYSIS OF TAXES LEVIED AND RECEIVABLE
FOR THE YEAR ENDED DECEMBER 31, 2025

	2025	2024	2023	2022
PROPERTY VALUATIONS:				
Land	$ 1,569,550,148	$ 1,276,670,387	$ 1,079,658,417	$ 800,869,447
Improvements	2,437,203,505	2,346,096,208	2,289,212,734	2,070,970,680
Personal Property	115,194,775	100,083,742	96,858,981	82,201,456
Exemptions	(1,015,406,917)	(904,959,866)	(843,880,604)	(646,609,668)
TOTAL PROPERTY VALUATIONS	$ 3,106,541,511	$ 2,817,890,471	$ 2,621,849,528	$ 2,307,431,915
TAX RATES PER $100 VALUATION:	$ 0.085476	$ 0.084730	$ 0.082716	$ 0.084377
ADJUSTED TAX LEVY*	$ 2,657,999	$ 2,388,706	$ 2,169,399	$ 1,947,913
PERCENTAGE OF TAXES COLLECTED TO TAXES LEVIED	49.15 %	97.51 %	98.65 %	99.15 %

* Based upon the adjusted tax levy at the time of the audit for the fiscal year in which the tax was levied.

See accompanying independent auditor's report.

GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES
GENERAL FUND – FIVE YEARS

	Amounts		
	2025	2024	2023
REVENUES			
Property Taxes	$ 2,357,545	$ 2,135,255	$ 1,934,310
Penalty and Interest	44,131	37,044	37,994
Investment Revenues	59,235	61,366	65,479
Miscellaneous Revenues	1,312	1,746	28,072
TOTAL REVENUES	$ 2,462,223	$ 2,235,411	$ 2,065,855
EXPENDITURES			
District Services - Santa Fe Fire and Rescue	$ 2,174,350	$ 1,891,547	$ 1,583,349
Accounting and Auditing	22,091	21,102	19,865
Appraisal District Fees	20,750	15,152	13,317
Commissioner Fees	3,600	4,650	5,400
Insurance	2,163	2,063	2,063
Legal Fees - General	25,796	23,591	19,685
Legal Fees - Delinquent Tax Collections	12,569	10,957	11,493
Tax Assessor/Collector Fees	3,669	2,906	3,589
Other	1,705	1,626	1,778
Capital Outlay	379,662	138,400	
Debt Service:			
Lease Principal	115,049	112,596	110,195
Lease Interest	21,650	24,103	26,503
TOTAL EXPENDITURES	$ 2,783,054	$ 2,248,693	$ 1,797,237
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	$ (320,831)	$ (13,282)	$ 268,618
OTHER FINANCING SOURCES (USES)			
Lease Proceeds	$ - 0 -	$ - 0 -	$ - 0 -
NET CHANGE IN FUND BALANCE	$ (320,831)	$ (13,282)	$ 268,618
BEGINNING FUND BALANCE	853,308	866,590	597,972
ENDING FUND BALANCE	$ 532,477	$ 853,308	$ 866,590

See accompanying independent auditor's report.

		Percentage of Total Revenues				
2022	2021	2025	2024	2023	2022	2021
$ 1,760,117	$ 1,586,066	95.7 %	95.5 %	93.6 %	97.3 %	97.7 %
35,923	35,398	1.8	1.7	1.8	2.0	2.2
12,484	1,185	2.4	2.7	3.2	0.7	0.1
818	314	0.1	0.1	1.4		
$ 1,809,342	$ 1,622,963	100.0 %	100.0 %	100.0 %	100.0 %	100.0 %
$ 1,659,218	$ 1,409,403	88.3 %	84.6 %	76.6 %	91.7 %	86.8 %
18,576	19,400	0.9	0.9	1.0	1.0	1.2
13,772	12,625	0.8	0.7	0.6	0.8	0.8
4,500	7,200	0.1	0.2	0.3	0.2	0.4
2,163	2,447	0.1	0.1	0.1	0.1	0.2
21,274	50,338	1.0	1.1	1.0	1.2	3.1
10,937	11,131	0.5	0.5	0.6	0.6	0.7
3,571	3,313	0.1	0.1	0.2	0.2	0.2
1,611	26,565	0.1	0.1	0.1	0.1	1.6
1,316,510	261,595	15.4	6.2		72.8	16.1
		4.7	5.0	5.3		
		0.9	1.1	1.3		
$ 3,052,132	$ 1,804,017	112.9 %	100.6 %	87.1 %	168.7 %	111.1 %
$ (1,242,790)	$ (181,054)	(12.9) %	(0.6) %	12.9 %	(68.7) %	(11.1) %
$ 1,216,510	$ - 0 -					
$ (26,280)	$ (181,054)					
624,252	805,306					
$ 597,972	$ 624,252					

See accompanying independent auditor's report.

GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
BOARD OF COMMISSIONERS AND CONSULTANTS
DECEMBER 31, 2025

District Mailing Address - Galveston County Emergency Services District No. 1
c/o Coveler & Peeler, P.C.
Two Memorial City Plaza
820 Gessner Road, Suite 1710
Houston, Texas 77024-8261

District Telephone Number - (713) 984-8222

Commissioners	Term of Office Appointed - Expires	Fees of Office for the year ended December 31, 2025	Expense Reimbursements for the year ended December 31, 2025	Title
Greg Gardner	01/01/25 12/31/26	$ -0-	$ -0-	President
Tommy Gaas	01/01/25 12/31/26	$ -0-	$ -0-	Vice President
Sharon Free	01/01/25 12/31/26	$ 1,800	$ -0-	Treasurer
Kevin O'Brien	01/01/24 12/31/25	$ 1,800	$ -0-	Secretary
Jack Helton	03/27/25 12/31/25	$ -0-	$ -0-	Assistant Treasurer/ Assistant Secretary

Note: Terms of office are as of the date of this report.

The limit on fees of office that a Commissioner may receive during a year is set by the Health and Safety Code-Chapter 775. Effective September 1, 2017, a Commissioner is entitled to receive compensation in the same manner and amount as are provided by Section 49.060 of the Texas Water Code, currently $7,200 per fiscal year. The above fees of office and expense reimbursements are the amounts paid to a Commissioner during the District's current fiscal year.

See accompanying independent auditor's report.

GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1
BOARD OF COMMISSIONERS AND CONSULTANTS
DECEMBER 31, 2025

Consultants:	Date Hired	Fees for the year ended December 31, 2025*	Title
Coveler & Peeler, P.C.	1994	$ 25,796	General Counsel
McCall Gibson Swedlund Barfoot PLLC	03/26/01	$ 11,200	Auditor
Galveston County Tax Assessor/Collector	Legislative Action	$ 3,669	Tax Assessor/ Collector
Ham, Langston & Brezina LLP	12/18/15	$ 10,891	Bookkeeper
Lineberger Goggan Blair & Sampson, LLP	04/25/05	$ 12,569	Delinquent Tax Attorney

* Accrual basis

See accompanying independent auditor's report.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*12.

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

Consideration of a resolution recognizing Rick Bailey submitted by Commissioner, Precinct 2

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	6/29/26 5:59 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*13.

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

Consideration of approval to waive the reservation fee(s) for the Calder Annex Multi-Purpose Room and any fees associated with the Agri-Life Extension Building for H-GAC to host workshop/public meetings in July and/or August 2026 submitted by County Judge

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	6/26/26 10:23 am

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*14.

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

Contract Approval Request Form

To Be Completed by Requesting Department (#1-22)

1) **Date of Request:** 6/15/2026
2) **Contract Type:** Other
3) **Renewal Contract:** No
4) **Department Name: Parks and Cultural Services**
5) **Department Contact: Martha Lee**
6) **Description Memorandum of understanding with the Galveston Bay Area Chapter Texas Master Naturalists to maintain one acre of land at Bayside Regional Park with native planting and small events**

7) **Fund Name and Number: N/A**
8) **Cost Center: N/A**
9) **Ledger Account Summary: N/A**
10) **Spend Category: N/A**
11) **Project Worktag (when applicable):**
12) **Grant Worktag (when applicable):**
13) **Vendor: Galveston Bay Area Chapter Texas Master Naturalists**
14) **Vendor Contract Number: ☒ Yes ☐ No: SC-0000615**

Expenditure Budget/Revenue Projections

15) **Budget Amendment Requested: ☐ Yes ☒ No (if yes, provide BA request details):** Click or tap here to enter text.
16) **Current Year Budgeted:**
17) **Current Year Projected:**
18) **Year 2:**
19) **Year 3:**
20) **Year 4:**
21) **Year 5:**
22) **Totals:**

To Be Completed by Purchasing Department

23) **Contract Start Date:** Click or tap to enter a date.
24) **Auto Renewal Contract:** Choose an item.
25) **Bid No:**

26) Contract End Date: Click or tap to enter a date.

27) Contract # Issued by Purchasing Department:

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Martha Lee	Approve	6/15/26 10:17 am
2	Melissa Fleming	Delegated	6/15/26 10:17 am
Notes:	Delegated: Out Of Office		
3	Ashley Clark	Approve	6/18/26 5:26 pm
4	Francisco Rodriguez	Approve	6/22/26 7:55 am
5	Rodolfo Gomez	Approve	6/22/26 10:04 am
6	Diana Huallpa	Approve	6/22/26 3:41 pm
7	Sergio Cruz	Approve	6/22/26 4:36 pm
8	Veronica Van Horn	Approve	6/25/26 6:01 pm

MEMORANDUM OF UNDERSTANDING BETWEEN
GALVESTON BAY AREA CHAPTER TEXAS MASTER NATURALISTS and
GALVESTON COUNTY/GALVESTON COUNTY DEPARTMENT OF PARKS AND
CULTURAL SERVICES

SUBJECT: License Agreement for Use of Galveston County Parks Department land and facilities more particularly described below (the "LAND/FACILITIES") by Galveston Bay Area Chapter Texas Master Naturalists (sometimes referred to herein as "LICENSEE").

1. Purpose: To reduce to writing the agreement between, Galveston Bay Area Chapter Texas Master Naturalists and Galveston County/Galveston County Department of Parks and Senior Services (collectively the "COUNTY") for use of the LAND/FACILITIES for the dates of **07/06/2026 through 07/06/2028.**

The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

2. LAND/FACILITIES means **Bayside Regional Park**.

3. Revocable License. The COUNTY hereby grants to LICENSEE a revocable license to enter into and upon the LAND/FACILITIES in order to plant native flowers and maintain 1 acre of land for natural plants nourishment.

4. Term. This license shall be for a term beginning **07/06/2026** and ending **07/06/2028.**

5. Compensation. Because the Intended Use of the LAND/FACILITIES is for **beautification and planting of the land** which will benefit the public and constitutes a use of County property for public purposes, the COUNTY provides this license to LICENSEE at no cost.

6. Scope and Stipulations of Activities. The licensed use of the LAND/FACILITIES may include the following:

A. Providing labor and materials for growing, planting and maintaining native plants in an approximately one-acre plot designated as Exhibit A. Provide list of plants that could be planted.

B. Maintaining the area (weeding etc.) unless assistance is requested and coordinated with the COUNTY. The COUNTY will not be conducting any activity within the licensed area unless a request is received. Requests aren't guaranteed approval and will be based on time and funding of the County.

C. Coordinating with the COUNTY to use earth moving, grading and other heavy equipment owned and operated by the COUNTY. Requests aren't guaranteed approval and will be based on time and funding of the County.

D. Coordinating and planning with the COUNTY for procurement and handling of materials such as additional soil, mulch, compost is needed for the area. Requests for these materials will be provided to the County by March of each year in order to ensure it is included in the County budget. There is no guarantee that requests made by the LICENSEE will be granted.

E. Coordinating with the COUNTY for access and use of watering resources, such as access to spigots and/or water tank truck owned and operated by the COUNTY. LICENSEE will provide their own water hoses that can be kept in the maintenance yard.

F. Utilizing one (1) bay in the maintenance shed and the corner area within the fenced maintenance yard for watering and transplanted plants as designated by the COUNTY.

G. Coordinating with the COUNTY for herbicide or pesticides application requiring a Licensed Applicator. This service will be provided by the COUNTY.

H. Coordinating with the COUNTY in regards to grant opportunities. Any grant that the LICENSEE is wanting to apply for at the Bayside Regional Park location must be pre-approved by COUNTY's representative. From there a determination would be made if it will require Commissioners Court approval.

I. Coordinating with the COUNTY on any improvement requests for the designated area. The COUNTY will not be conducting any improvements within the licensed area or adjacent area unless a request is received. Requests will be reviewed but aren't guaranteed approval and will be based on time and funding of the County.

The specific activities that will be conducted pursuant to the license granted by this Memorandum of Understanding will be discussed and agreed to between the COUNTY and LICENSEE's Representative during the walkthrough, described in paragraph 7, below. The COUNTY's representative at the walkthrough will be Martha Lee, Director of the Department of Parks and Cultural Services or her designee. LICENSEE's Representative and the COUNTY agree that the designated representatives who attend the walkthrough described in paragraph 7 have full authority to speak on behalf of and bind LICENSEE and the COUNTY concerning the subject matter of this agreement.

7. Joint Survey and Inspection; Security Plan. Prior to LICENSEE's use of the LAND/FACILITIES under this license, representatives of LICENSEE and the COUNTY will conduct a joint survey and inspection of the premises to observe the general condition of the buildings or facilities and to discuss any required preparations, the scope of activities, likely repairs by LICENSEE, if any, that may be necessary as a result of LICENSEE's use of the LAND/FACILITIES, and LICENSEE's plan to provide security for its operations and to protect the public or other users of COUNTY land and facilities not covered by this license from harm. LICENSEE will prepare a written memorandum to document the scope of the intended activities,

repairs that LICENSEE anticipates it will perform at the conclusion of the event, the results of the joint survey and inspection, and LICENSEE's security plan. Should the COUNTY elect not to participate in the inspection LICENSEE will attach the memorandum to this license. Following conclusion of LICENSEE's use of the LAND/FACILITIES, representatives of LICENSEE and the COUNTY will conduct a second inspection to discuss cleanup and repair issues, if any.

8. Liability.

a. LICENSEE Liability to the COUNTY or Third Parties. LICENSEE is responsible, under the terms of the Federal Tort Claims Act ("FTCA"), 28 U.S.C. §§ 1346(b), 2671-2680, the Military Claims Act ("MCA"), 10 U.S.C. § 2733, or the Texas Tort Claims Act, Tex. Civil Prac. & Rem. Code chapter 101 ("TTCA"), as appropriate, to the COUNTY and any third parties for any injury to persons or damage to property proximately caused by the wrongful or negligent acts or omissions of LICENSEE employees or officers acting within the scope of their employment or office. LICENSEE agrees to return the property to the COUNTY in substantially the same condition it was in prior to the training event, unless otherwise agreed upon. LICENSEE reserves the right to make repairs to the property that would return it to the COUNTY in substantially the same condition that existed at the start of the license. The right to make repairs should not be construed as a modification of LICENSEE's rights and obligations under the FTCA or MCA or TTCA, or other applicable law. The COUNTY or injured third parties may use the FTCA or MCA or TTCA or other law, as applicable, to recover losses caused as a result of LICENSEE's activities related to its use of the LAND/FACILITIES that are not repaired or compensated for adequately by LICENSEE using other means. The FTCA provides a means of recovery for wrongful or negligent acts by personnel, employees and officers of the United States. The MCA provides a means of recovery for damages or injuries by United States military personnel conducting non-combat activities, including training, that are not the result of negligent acts. The TTCA provides a means of recovery or damages for property damage, personal injury or death caused by the wrongful act or commission or the negligence of an employee of a Texas governmental unit. In no case will LICENSEE's liability exceed that allowable under applicable law, including the FTCA, the MCA and the TTCA.

b. COUNTY Liability to LICENSEE. The COUNTY is not liable to LICENSEE for damage or destruction of LICENSEE's property or equipment, or injury or death of LICENSEE's personnel, employees or officers. The COUNTY makes no representation that the LAND/FACILITIES is suitable for LICENSEE's contemplated use. LICENSEE's representatives will inspect and evaluate the suitability and safety of the LAND/FACILITIES for the proposed training. LICENSEE acknowledges that these premises covered by this license may contain hazardous conditions.

9. Contract Damages to Property. The COUNTY agrees to notify LICENSEE of any damage to the LAND/FACILITIES, beyond that discussed by the parties, within ten (10) days of the expiration of the period outlined in paragraph 4, above. Failure to notify LICENSEE within the five (5) days constitutes a waiver of such damage claim. LICENSEE agrees to negotiate a settlement within fifteen (15) days of notification of damage. LICENSEE assures the County that currently appropriated funds are available for such purpose.

10. Facsimile. The parties agree that a facsimile of this license bearing the signatures of the parties' representatives is valid for all purposes.

11. Any notice under the terms of this license shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by LICENSEE shall be addressed to the COUNTY at the following address:

Director, Galveston County Department of Parks and Cultural Services
County Parks Department
4102 Main Street
La Marque, Texas 77568
Email: martha.lee@co.galveston.tx.us

and if given by the COUNTY shall be addressed to Galveston Bay Area Chapter Texas Master Naturalists at the following address:

Title: President
Name: Mary Dobberstine
Organization: Galveston Bay Area Chapter, Texas Master Naturalists
Address: 4102 B FM 519
La marque, TX 77568

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date written below.

GALVESTON COUNTY

Mark A. Henry, County Judge

ATTEST:

Dwight Sullivan, County Clerk

Martha Lee, Director
Galveston County Department of Parks
and Cultural Services

Date: _____

Organization Name: **Galveston Bay Area Chapter, Texas Master Naturalists**

Mary Dobberstine

Printed Name: Mary Dobberstine
Title/Rank/Service: President
Date: June 12, 2026



GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*15.

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

Consideration of Texas GLO Coastal Lease CL20260009 for a portion of Dickinson Bayou Boat Ramp submitted by Parks and Cultural Services

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	6/26/26 9:52 am
2	Dianna Martinez	Approve	6/29/26 10:18 am

TEXAS GENERAL LAND OFFICE
COMMISSIONER DAWN BUCKINGHAM, M.D.

June 24, 2026

Galveston County
722 Moody Avenue
Galveston, TX 77550-2317

RE: Coastal Public Lands Easement No. CL20260009
Dickinson Bayou, Galveston County, Texas

Dear Grantee:

Enclosed is the Coastal Lease contract for the above referenced project.

Please sign where indicated before a notary public, and return it to the General Land Office, to the address listed below within twenty (20) days of the date of this letter.

When the contract has been executed, a copy will be returned to you. Your signature on the contract constitutes acceptance of all contract provisions contained therein.

If you have any questions, please contact me at (281) 471-0381 x108.

Sincerely,

Natasha Howard

Natasha Howard
Coastal Land Specialist

Enclosure

TEXAS GENERAL LAND OFFICE
COASTAL LEASE NO. CL20260009

By virtue of the authority granted by Chapter 33 of the Texas Natural Resources Code, Title 31 of the Texas Administrative Code, all amendments thereto, all other applicable statutes, and subject to all rules and regulations promulgated pursuant thereto, the State of Texas (the "Grantor"), acting by and through the Commissioner of the General Land Office (the "GLO") as Chairwoman of the School Land Board (the "Board) on behalf of the Permanent School Fund (the "PSF"), hereby grants to the grantee (the "Grantee") named under the "Grantee Name" section of **Attachment A**, the Control Page, the right to use a tract of state-owned real property (the "Premises"), which property is described in the "Premises" section of **Attachment A** and further depicted in **Attachment B**, for the purposes described in this agreement (the "Agreement").

ARTICLE I: INTERPRETIVE PROVISIONS

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;
(b) The words "hereof," "herein," "hereunder," and similar words refer to this Agreement as a whole and not to any particular provision, section, Attachment, or schedule, unless otherwise specified;
(c) The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Agreement, (i) references to agreements (including this Agreement) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Agreement; and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;
(d) The captions and headings of this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement;
(e) All attachments within this Agreement, including those referenced by incorporation, and any amendments are considered part of the terms of this Agreement;
(f) This Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;
(g) Unless otherwise expressly provided, reference to any action of the Grantor or by the Grantor by way of consent, approval, or waiver shall be deemed modified by the phrase "in its/their sole discretion." Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the Grantor shall not be unreasonably withheld or delayed;
(h) All due dates and/or deadlines referenced in this Agreement that occur on a weekend or holiday shall be considered as if occurring on the next business day;
(i) All time periods in this Agreement shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received; and
(j) Time is of the essence in this Agreement.

ARTICLE II: GRANTING CLAUSE

2.01 GRANTING CLAUSE: IN CONSIDERATION OF THE PAYMENTS STATED IN ARTICLE IV OF THIS AGREEMENT AND OTHER CONSIDERATION STATED THEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, AND ACCORDING TO THE COVENANTS AND COMMITMENTS HEREIN AGREED TO BE KEPT AND PERFORMED BY THE GRANTEE, THE GRANTOR GRANTS TO THE GRANTEE THE RIGHT TO USE THE PREMISES FOR THE PURPOSES AND UNDER THE CONDITIONS AND OBLIGATIONS DESCRIBED IN THE FOLLOWING SECTION OF THIS AGREEMENT.

2.02 SCOPE OF GRANTING CLAUSE: THE GRANTEE'S USE OF THE PREMISES IS SUBJECT TO COMPLIANCE WITH THE FOLLOWING COVENANTS, OBLIGATIONS, AND CONDITIONS:

(a) Use: The Premises may be used by the Grantee solely for those uses specified under the "Use(s) of Premises" section of **Attachment A** and for no other purpose. Except as otherwise provided in this Agreement, the Premises are to remain in their current topographical and hydrologic condition during the term of the Agreement. The Grantee is specifically prohibited from modifying the Premises in any manner not authorized in this Agreement and from using, or allowing the use by others, of the Premises for any other purpose.

(b) Trash: The Grantee shall be responsible for the removal and disposal of all trash at the Premises, whether or not such trash is generated by the Grantee or its guests and invitees.

(c) Improvements:

(i) The Grantee's right to use the Premises is exclusive as to those alterations, additions, and/or improvements located, or to be located, on the Premises (collectively the "Improvements"), as more specifically described under the "Use(s) of Premises" section of **Attachment A** and further depicted on **Attachment B**, and non-exclusive as to the remainder. The location of the Improvements shall become fixed as specified under **Attachment B** and shall not be changed except by a written amendment to this Agreement. Improvements existing prior to the execution of this Agreement are and shall remain the property of the Grantor;

(ii) Except as otherwise allowed in this Agreement, no construction, land modifications or excavation, or permanent property improvements may be allowed or undertaken without the Grantor's prior express written consent. The Grantee may not maintain or allow any nuisances or public hazards on the Premises, and shall be under a duty to abate or remove any activity or property constituting or contributing to a hazard or nuisance. The Grantee may file a criminal complaint or institute civil proceedings to protect his right of possession and leasehold interest in the Premises against trespass of other infringement of the Grantee's rights by third parties. The Grantee is specifically prohibited from using or allowing the use by others of the Premises for any purpose not stated herein, including, but not limited to, mining, hauling, or otherwise removing rock, sand, gravel, aggregate, or other such materials, without the Grantor's prior express written approval;

(iii) Prior to undertaking construction or installation of Improvements on the Premises, the Grantee shall provide written notice of the terms of this Agreement to each person or entity authorized by the Grantee to perform any such activity on its behalf. If a dispute arises concerning construction or installation of the Improvements, the Grantee shall provide the Grantor with a copy of all applicable notices within ten (10) days of the Grantor's written request;

(iv) The Grantee, in its sole cost and expense, shall make, and be solely responsible for, any repairs, maintenance, or replacements to the Improvements that the Grantor considers necessary or as required by this Agreement. If the Grantee fails or refuses to honor such a request, or in case of an emergency, the Grantor may make such repairs, maintenance, renewals, or replacements. **THE GRANTEE WAIVES ANY CLAIM FOR DAMAGE CAUSED THEREBY AND IS LIABLE TO THE GRANTOR FOR ANY COSTS INCURRED;**

(v) Prior to expiration of this Agreement or upon notice of termination, the Grantee shall remove all of the Improvements, remove any resulting debris, and pay Grantor all monies due. The grantee shall take whatever measures are necessary to restore the area involved as nearly as practicable to the same condition that existed prior to placement of any Improvements. If the Grantee fails to comply with this provision, the Grantor shall have the right to perform the work, in which event the Grantee shall be liable to the Grantor for all cost, loss, and damage incurred by the Grantor;

(vi) Notwithstanding the preceding, pursuant to Title 31 of the Texas Administrative Code, the Grantor may waive the removal/restoration requirements in this Section if, in the Grantor's sole opinion and discretion, such waiver is in the best interest of the State. Any such waiver shall be in writing and may be conditioned upon factors including the nature and sensitivity of the natural resources in the area, potential damage to or destruction of property, beneficial uses of the existing improvement(s), and other factors considered to be in the best interest of the State; and

(vii) Grantee shall insure that all Improvements constructed, placed, or operated by it on the Premises are visible to operators of marine craft at all times. Grantee shall further take any and all steps necessary to insure that Improvements constructed, placed, or operated by it on the Premises do not constitute a hazard to operators of marine craft. Grantee may not restrict or prevent other persons from access to navigating open, navigable waters.

(d) Adjacent Property:

(i) The Premises are located adjacent to property that is owned by the Grantee or in which the Grantee has a possessory interest (the "Adjacent Property") and is further described under the "Adjacent Property" section of **Attachment A**; and

(ii) If the Grantee is divested of its interest in the Adjacent Property, the Grantor may terminate this Agreement upon ten (10) days written notice to the Grantee.

(e) Special Conditions: The Grantee shall adhere to the special conditions, if any, listed under the "Special Conditions" section of **Attachment A**.

2.03 AS IS: THE GRANTEE HAS INSPECTED THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE PREMISES AND ACCEPTS THE SAME "AS IS," IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION. THE GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION OF THE GRANTOR WITH RESPECT TO THE CONDITION OF THE PREMISES, BUT IS RELYING ON THE GRANTEE'S OWN INSPECTION OF THE PREMISES. THE GRANTOR DISCLAIMS ANY AND ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, AND ANY OTHER EXPRESS OR IMPLIED WARRANTY NOT EXPRESSLY SETFORTH IN THIS AGREEMENT. THE USE OF THE TERM "GRANT" IN NO WAY IMPLIES THAT THIS AGREEMENT IS FREE OF LIENS, ENCUMBRANCES, AND/OR PRIOR RIGHTS. THE GRANTEE IS PUT ON NOTICE THAT OTHER GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD, AND THE GRANTEE IS ADVISED TO EXAMINE THE RECORDS IN THE ARCHIVES AND RECORDS DIVISION OF THE GLO AND RECORDS OF THE COUNTY IN WHICH THE PREMISES ARE LOCATED.

2.04 RESERVATIONS: THE GRANTOR RESERVES THE FULL USE OF THE PREMISES AND ALL RIGHTS WITH RESPECT TO ITS SURFACE AND SUBSURFACE FOR ANY AND ALL PURPOSES EXCEPT FOR THOSE GRANTED TO THE GRANTEE. THE AFOREMENTIONED RESERVED FULL USE OF THE PREMISES BY THE GRANTOR INCLUDES THE RIGHT OF INGRESS, EGRESS, AND USE OF THE PREMISES BY THE GRANTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, AND OTHER AUTHORIZED USERS FOR ANY AUTHORIZED PURPOSE.

2.05 RIGHT OF ENTRY

(a) In any circumstances where the Grantor is granted a right of entry on the Premises during the term of the Agreement, no such entry shall constitute an eviction or disturbance of the Grantee's use and possession of the Premises, a breach by the Grantor of any of its obligations hereunder, render the Grantor liable for damages for loss of business or otherwise, entitle the Grantee to be relieved from any of its obligations hereunder, grant the Grantee any right of off-set or recoupment, or other remedy.

(b) In exercising any right of entry, the Grantor agrees to exercise its right of entry only at reasonable times (except in an emergency) for purposes of inspection, repair, and as necessary to protect the State's interests, and the Grantor agrees not to unreasonably interfere with the Grantee's authorized use of the Premises. The Grantee shall provide the Grantor with keys or combinations to all locks that may limit access to the Premises.

(c) Further, the Grantee authorizes the State, its officers, agents, representatives, and employees to access the Premises over and across Grantee's Adjacent Property. Grantor agrees to use the Adjacent Property only to the extent and for the length of time necessary to provide access to and from the Premises. The foregoing authorization creates a license only, and does not create an easement over the Adjacent Property.

(d) Grantee acknowledges that Grantor's right of ingress and egress shall remain in effect as long as any improvements placed on the Premises by Grantee remain on the Premises and/or as necessary for Grantor to confirm the removal (in whole or in part) of those improvements.

(e) Any aforementioned right of entry shall survive the termination of this Contract.

2.06 DAMAGE OR DESTRUCTION OF PREMISES AND/OR IMPROVEMENTS: NO DAMAGE TO THE PREMISES, OR DAMAGE TO OR DESTRUCTION OF ANY IMPROVEMENTS, SHALL IN ANY WAY ALTER, AFFECT, OR MODIFY THE GRANTEE'S OBLIGATIONS UNDER THIS AGREEMENT. IN THE EVENT ANY SUCH DAMAGE OR DESTRUCTION EXCEEDS THE COST LISTED UNDER THE "COST OF DAMAGE" SECTION OF **ATTACHMENT A** PER EVENT TO REPAIR, THE GRANTEE SHALL GIVE WRITTEN NOTICE TO GRANTOR WITHIN SEVEN (7) CALENDAR DAYS OF THE DAMAGE OR DESTRUCTION, INCLUDING A DESCRIPTION OF THE DAMAGE OR DESTRUCTION AND, AS FAR AS KNOWN TO THE GRANTEE, THE CAUSE OF THE DAMAGE OR DESTRUCTION. THE GRANTEE SHALL IMMEDIATELY REMOVE ALL DEBRIS

RESULTING FROM SUCH DAMAGE OR DESTRUCTION AND TAKE SUCH ACTION AS IS NECESSARY TO PLACE THE PREMISES IN A NEAT, SAFE CONDITION. WITHIN 90 DAYS OF THE EVENT CAUSING THE DAMAGE OR DESTRUCTION, THE GRANTEE MUST EITHER REPAIR OR REPLACE THE IMPROVEMENTS, IF PERMITTED BY LAW, OR RETURN THE PREMISES TO THEIR NATURAL CONDITION. THE GRANTOR MAY MAKE REPAIRS OR REPLACEMENTS PURSUANT TO THIS SECTION, WHEREUPON THE GRANTEE SHALL BE LIABLE TO PAY THE GRANTOR, UPON DEMAND, THE COST AND EXPENSE INCURRED IN ACCOMPLISHING SUCH ACTION. ANY FAILURE BY THE GRANTEE TO MAKE SUCH PAYMENT TO THE GRANTOR MAY BE TREATED BY THE GRANTOR AS AN EVENT OF DEFAULT.

ARTICLE III: TERM

The effective date and termination date of this Agreement are specified under the "Effective and Termination Dates" section of **Attachment A,** unless renewed or earlier terminated as provided herein. Unless otherwise specified herein, renewal of this Agreement is at the sole discretion of the Grantor.

ARTICLE IV: CONSIDERATION

THE GRANTEE SHALL PAY, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH IN THIS AGREEMENT, THE PAYMENT(S) AND/OR FEE(S) LISTED UNDER THE "PAYMENT(S) AND/OR FEE(S)" SECTION OF **ATTACHMENT A** ON OR BEFORE THE DUE DATE.

ARTICLE V: EVENTS OF DEFAULT

5.01 EVENTS OF DEFAULT: WITH RESPECT TO THE GRANTEE, IT SHALL BE AN EVENT OF DEFAULT HEREUNDER ("EVENT OF DEFAULT") IF:
(a) the Grantee fails or refuses to timely pay Consideration or any other payments required by this Agreement after it becomes due;
(b) the Grantee fails or refuses to comply, timely perform, or observe any of the covenants, duties, obligations, and/or conditions under this Agreement;
(c) the Grantee abandons or vacates the Improvements, the Premises, or any significant portion thereof;
(d) there is an entry of a court order requiring the dissolution, winding up, or termination of the Grantee's business affairs; or
(e) the Grantee fails to materially comply with rules and regulations in the Texas Administrative Code, the Texas Natural Resources Code, or any other rules or regulations promulgated by any state or federal governmental entity with proper jurisdiction over any of the uses permitted under this Agreement, unless such a failure to comply is redressed through an enforcement action by an applicable state agency with proper jurisdiction.

5.02 NOTICE AND CURE: There shall be no consequences for an Event of Default under this Agreement, unless the defaulting party receives written notice of the Event of Default and such Event of Default continues for a period of 30 days after the defaulting party receives the notice. A notice of Event of Default shall specify the event or events constituting the default. This 30 day period shall be extended if the act, event, or condition is one that by its nature or circumstances reasonably requires more than 30 days to cure; provided, however, the defaulting party shall promptly and in good faith initiate and diligently pursue measures that are expected to cure or eliminate the Event of Default in a reasonable period of time. If either party fails to cure an Event of Default, the non-defaulting party shall be entitled to terminate this Agreement by written notice. This notice and cure provision does not apply to an Event of Default under provision 5.01(a) or any emergency situations that affect public health or safety.

5.03 CUMULATIVE RIGHTS AND REMEDIES; NO WAIVER: IF AN EVENT OF DEFAULT OCCURS AND THE GRANTEE FAILS TO CURE WITHIN THE PERIOD PROVIDED ABOVE, THE GRANTOR MAY, AT ITS OPTION, DO ANY ONE OR MORE OF THE FOLLOWING:

(a) terminate this Agreement by sending written notice of such termination, in which event the Grantee shall immediately surrender possession of the Premises to the Grantor (such termination shall not prejudice the rights of the Grantor for any claim of payments due);

(b) enter upon and take possession of the Premises and expel or remove the Grantee and any other occupant, with or without having terminated the Agreement; or
(c) alter locks and other security devices, if any, at the Premises.

The failure of either the Grantee or the Grantor to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any other right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this Agreement to the Grantee or the Grantor may be exercised from time-to-time and as often as may be deemed expedient by the Grantee or the Grantor, as the case may be. In an Event of Default, the Grantor shall have the option, but not the obligation, to mitigate its damages.

ARTICLE VI: GENERAL TERMS, CONDITIONS, AND EXCEPTIONS

6.01 ASSIGNMENT: THE GRANTEE SHALL NOT ASSIGN OR OTHERWISE DISPOSE OF AN INTEREST IN THIS AGREEMENT OR THE PREMISES WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE GRANTOR; AND ANY ATTEMPT TO ASSIGN OR OTHERWISE DISPOSE WITHOUT CONSENT SHALL BE VOID AND OF NO EFFECT. THIS PROHIBITION AGAINST ASSIGNING OR DISPOSITION SHALL BE CONSTRUED TO INCLUDE A PROHIBITION AGAINST ANY ASSIGNMENT OR DISPOSITION BY OPERATION OF LAW. IF THIS AGREEMENT IS ASSIGNED, OR IF AN INTEREST IN THIS AGREEMENT OR THE PREMISES IS DISPOSED OF, THE GRANTOR MAY NEVERTHELESS COLLECT CONSIDERATION FROM THE ASSIGNEE AND APPLY THE NET AMOUNT COLLECTED TO THE CONSIDERATION PAYABLE HEREUNDER. NO SUCH TRANSACTION OR COLLECTION OF CONSIDERATION SHALL RELEASE THE GRANTEE FROM THE FURTHER PERFORMANCE OF ITS COVENANTS, DUTIES, AND OBLIGATIONS.

6.02 INDEMNITY: EXCEPT FOR DAMAGES DIRECTLY OR PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OF THE GRANTOR, THE GRANTEE SHALL INDEMNIFY AND HOLD HARMLESS THE GRANTOR AND THE GRANTOR'S OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES FROM ANY LOSSES, CLAIMS, SUITS, ACTIONS, DAMAGES, OR LIABILITY (INCLUDING ALL COSTS AND EXPENSES OF DEFENDING AGAINST ALL OF THE AFOREMENTIONED) ARISING IN CONNECTION WITH:

- **THIS AGREEMENT;**
- **THE USE OR OCCUPANCY OF THE PREMISES;**
- **ANY NEGLIGENCE, ACT, OMISSION, NEGLECT, OR MISCONDUCT OCCURRING IN, ON, OR ABOUT THE PREMISES; OR**
- **ANY CLAIMS OR AMOUNTS ARISING OR RECOVERABLE UNDER FEDERAL OR STATE WORKERS' COMPENSATION LAWS, THE TEXAS TORT CLAIMS ACT, OR ANY OTHER SUCH LAWS.**

THE GRANTEE ASSUMES RESPONSIBILITY FOR THE CONDITION OF THE PREMISES. THE GRANTEE EXPRESSLY AGREES TO USE AND OCCUPY THE PREMISES AND PLACE ANY IMPROVEMENTS ON THE PREMISES AT ITS OWN RISK. THE GRANTEE SHALL BE RESPONSIBLE FOR THE SAFETY AND WELL BEING OF ITS EMPLOYEES, CUSTOMERS, AND INVITEES. THESE REQUIREMENTS SHALL SURVIVE THE TERM OF THIS AGREEMENT UNTIL ALL CLAIMS HAVE BEEN SETTLED OR RESOLVED AND SUITABLE EVIDENCE TO THAT EFFECT HAS BEEN FURNISHED TO THE GRANTOR.

6.03 PROTECTION OF NATURAL AND HISTORICAL RESOURCES
(a) Unauthorized Discharge: The Grantee shall use the highest degree of care and all appropriate safeguards to prevent pollution of air, ground, or water in, on, or about the Premises through an unauthorized discharge, and to protect and preserve natural resources and wildlife habitat. In the event of such discharge or damage to natural resources in, on, or about the Premises that is the result of an act or omission of the Grantee, its officers, employees, agents, representatives, contractors, and/or invitees, the Grantee shall immediately notify appropriate agencies of the State of Texas and the Grantor and undertake all required and appropriate action to remedy the same. The Grantee shall be liable for all damages to the Premises, public lands, and waters as a result of such act or omission and for mitigation of any such damages.

(b) Natural Historical Preservation Act and Antiquities Code of Texas: **THE GRANTEE IS EXPRESSLY PLACED ON NOTICE OF THE NATIONAL HISTORICAL PRESERVATION ACT OF 1966 AND THE ANTIQUITIES CODE OF TEXAS. IN THE EVENT THAT ANY SITE, OBJECT, LOCATION, ARTIFACT, OR OTHER FEATURE OF ARCHEOLOGICAL, SCIENTIFIC, EDUCATIONAL, CULTURAL, OR HISTORIC INTEREST IS ENCOUNTERED DURING THE ACTIVITIES AUTHORIZED BY THIS AGREEMENT, THE GRANTEE SHALL IMMEDIATELY CEASE SUCH ACTIVITIES AND SHALL IMMEDIATELY NOTIFY THE GRANTOR AND THE TEXAS HISTORICAL COMMISSION, SO THAT ADEQUATE MEASURES MAY BE UNDERTAKEN TO PROTECT OR RECOVER SUCH DISCOVERIES OR FINDINGS, AS APPROPRIATE.**

6.04 COMPLIANCE WITH OTHER LAWS; NUISANCE: THE GRANTEE, AT ITS OWN EXPENSE, WILL COMPLY WITH ALL FEDERAL, STATE, MUNICIPAL, AND OTHER LAWS, CODES, ORDINANCES, RULES, AND REGULATIONS APPLICABLE TO THE PREMISES; AND WILL INSTALL, REMOVE, AND ALTER SUCH EQUIPMENT AND FACILITIES IN, AND MAKE SUCH ALTERATIONS TO, THE PREMISES AS MAY BE NECESSARY TO COMPLY. THE GRANTEE WILL NOT MAKE ANY UNLAWFUL USE OF THE PREMISES OR PERMIT ANY UNLAWFUL USE THEREOF; AND WILL NOT COMMIT, OR PERMIT ANYONE ELSE TO COMMIT, ANY ACT THAT IS A NUISANCE OR ANNOYANCE TO THE GRANTOR OR ADJACENT PROPERTY OWNERS OR TENANTS, OR WHICH MIGHT, IN THE EXCLUSIVE JUDGMENT OF THE GRANTOR, DAMAGE THE GRANTOR'S GOODWILL OR REPUTATION, OR TEND TO INJURE OR DEPRECIATE THE VALUE OF THE PREMISES AND/OR ANY IMPROVEMENTS LOCATED THEREON. THE OBLIGATIONS OF THE GRANTEE UNDER THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

6.05 NOTICE

(a) The Grantee shall provide written notice to the Grantor of any change in the Grantee's name, address, corporate structure, legal status or any other information relevant to this Agreement. The Grantee shall provide to the Grantor any other information reasonably requested by the Grantor in writing within 30 days following such request.

(b) Any payments and required written notices under this Agreement shall be delivered by hand, facsimile, or United States Registered or Certified Mail, adequate postage prepaid, to the address(es) listed under the "Address(es) for Notification" section of **Attachment A**. A party may change its address by giving notice as provided above. No change of address shall be binding until notice of such change of address is given as required.

6.06 SEVERABILITY: IF ANY PROVISION CONTAINED IN THIS AGREEMENT IS HELD TO BE UNENFORCEABLE BY A COURT OF LAW OR EQUITY, THIS AGREEMENT SHALL BE CONSTRUED AS IF SUCH PROVISION DID NOT EXIST AND THE NON-ENFORCEABILITY OF SUCH PROVISION SHALL NOT BE HELD TO RENDER ANY OTHER PROVISION OR PROVISIONS OF THIS AGREEMENT UNENFORCEABLE.

6.07 ENTIRE AGREEMENT: THIS AGREEMENT AND ITS ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES AND SUCH ARE INTENDED AS A COMPLETE AND EXCLUSIVE STATEMENT OF THE PROMISES, REPRESENTATIONS, NEGOTIATIONS, DISCUSSIONS, AND OTHER AGREEMENTS THAT MAY HAVE BEEN MADE IN CONNECTION WITH THE SUBJECT MATTER HEREOF. UNLESS AN ATTACHMENT TO THIS AGREEMENT SPECIFICALLY DISPLAYS A MUTUAL INTENT TO AMEND A PARTICULAR PART OF THIS AGREEMENT, GENERAL CONFLICTS IN LANGUAGE BETWEEN ANY SUCH ATTACHMENT AND THIS AGREEMENT SHALL BE CONSTRUED CONSISTENTLY WITH THE TERMS OF THIS AGREEMENT. UNLESS OTHERWISE EXPRESSLY AUTHORIZED BY THE TERMS OF THIS AGREEMENT, NO MODIFICATION, RENEWAL, EXTENSION, OR AMENDMENT TO THIS AGREEMENT SHALL BE BINDING UPON THE PARTIES UNLESS THE SAME IS IN WRITING AND SIGNED BY THE RESPECTIVE PARTIES HERETO.

6.08 TAXES: THE GRANTEE SHALL, AS FURTHER CONSIDERATION FOR THIS AGREEMENT, PAY AND DISCHARGE ALL "TAXES" (AS HEREINAFTER DEFINED) PROPERLY ASSESSED IN ANY CALENDAR YEAR (OR PORTION THEREOF) DURING THE TERM OF THIS AGREEMENT. FOR THE PURPOSES OF THIS AGREEMENT, THE TERM "TAXES" MEANS ALL TAXES, ASSESSMENTS, IMPOSITIONS, LEVIES, CHARGES, EXCISES, FEES, LICENSES, AND OTHER SUMS (WHETHER NOW EXISTING OR HEREAFTER ARISING, WHETHER FORESEEN OR UNFORESEEN, AND WHETHER UNDER THE PRESENT SYSTEM OF TAXATION OR SOME OTHER SYSTEM), THAT DURING THE TERM OF THIS AGREEMENT MAY BE LEVIED, ASSESSED, CHARGED, OR IMPOSED BY ANY GOVERNMENTAL AUTHORITY OR OTHER TAXING AUTHORITY OR ACCRUE ON THE PREMISES AND ANY IMPROVEMENTS OR OTHER PROPERTY THEREON, WHETHER BELONGING TO THE GRANTOR OR THE GRANTEE, OR TO WHICH EITHER OF THEM MAY BECOME LIABLE IN RELATION THERETO. THE TERM "TAXES" SHALL ALSO INCLUDE ALL PENALTIES, INTEREST, AND OTHER CHARGES PAYABLE BY REASON OF ANY DELAY OR

FAILURE OR REFUSAL OF THE GRANTEE TO MAKE TIMELY PAYMENTS AS REQUIRED PURSUANT TO THIS PROVISION. **THE GRANTEE AGREES TO AND SHALL INDEMNIFY AND HOLD THE GRANTOR HARMLESS FROM LIABILITY FOR ANY AND ALL TAXES, TOGETHER WITH ANY INTEREST, PENALTIES, OR OTHER SUMS IMPOSED, AND FROM ANY SALE OR OTHER PROCEEDING TO ENFORCE PAYMENT THEREOF.**

6.09 ENCUMBRANCE OF INTEREST: THE GRANTEE MAY NOT MORTGAGE, HYPOTHECATE, ENCUMBER, OR GRANT ANY DEED OF TRUST OR SECURITY INTEREST THAT ENCUMBERS THE PREMISES. FURTHER, THE GRANTEE MAY NOT COLLATERALLY ASSIGN ANY RENT OR OTHER INCOME GENERATED FROM THE PREMISES. PRIOR TO EXPIRATION OR TERMINATION OF THIS AGREEMENT, THE GRANTEE WILL PROVIDE THE GRANTOR WITH DOCUMENTATION SUFFICIENT TO EVIDENCE THE GRANTOR'S OWNERSHIP OF THE IMPROVEMENTS NOT REQUIRED TO BE REMOVED PER ARTICLE II.

6.10 PROPER AUTHORITY: EACH PARTY HERETO REPRESENTS AND WARRANTS THAT THE PERSON EXECUTING THIS AGREEMENT ON ITS BEHALF HAS FULL POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT.

6.11 RELATIONSHIP OF THE PARTIES: NOTHING CONTAINED IN THIS CONTRACT SHALL BE DEEMED OR CONSTRUED TO CREATE A PARTNERSHIP OR JOINT VENTURE, TO CREATE RELATIONSHIPS OF AN EMPLOYER-EMPLOYEE OR PRINCIPAL-AGENT, OR TO OTHERWISE CREATE FOR THE GRANTOR ANY LIABILITY WHATSOEVER WITH RESPECT TO THE INDEBTEDNESS, LIABILITIES, AND OBLIGATIONS OF THE GRANTEE OR ANY OTHER PARTY.

6.12 GRANTEE'S WAIVER OF CERTAIN RIGHTS AND ASSERTIONS: THE GRANTEE WAIVES AND RELINQUISHES ALL RIGHTS THAT THE GRANTEE MIGHT HAVE TO CLAIM ANY NATURE OF LIEN AGAINST THE GRANTOR AND THE PREMISES, OR WITHHOLD OR DEDUCT FROM OR OFFSET AGAINST ANY CONSIDERATION OR OTHER SUMS PROVIDED HEREUNDER TO BE PAID TO THE GRANTOR BY THE GRANTEE. THE GRANTEE WAIVES AND RELINQUISHES ANY RIGHT, EITHER AS A CLAIM OR AS A DEFENSE, THAT THE GRANTOR IS BOUND TO PERFORM OR IS LIABLE FOR THE NONPERFORMANCE OF ANY IMPLIED COVENANT OR IMPLIED DUTY OF THE GRANTOR NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.

IN TESTIMONY WHEREOF, witness my hand and the Seal of Office.

GRANTOR: THE STATE OF TEXAS

Signature:_____ Date:_____

DAWN BUCKINGHAM, M.D.
Commissioner, General Land Office
Chairwoman, School Land Board

APPROVED:

Contents: PS DLR

Legal: DS SCA

Deputy Director: DS TW

Executive: DS ____ Initial JAP

COASTAL LEASE: CL20260009

GRANTEE: Galveston County

By: _____
(Signature)

Mark Henry
(Printed Name)

County Judge
(Title)

Date: _____

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____ 20_____,
by _____ for Galveston County.

_____
(Notary Signature)

Notary Stamp

Notary Public, State of _____

My commission expires: _____

ATTACHMENT A: CONTROL PAGE
COASTAL LEASE CL20260009

GRANTEE'S NAME
Galveston County

PREMISES
A portion of Dickinson Bayou, Galveston County, Texas (the "Premises"). The Premises are further described and depicted on **Attachment B** attached hereto and incorporated herein by reference.

USE(S) OF PREMISES
Authorized Use(s) of the Premises: a public project consisting of a 5' x 25' walkway, 5' x 37' L-head, and 1 sq. ft. mooring piling comprising an encumbrance of 311 square feet, a 29' x 30' concrete boat ramp comprising an encumbrance of 870 square feet, and a 4' x 10' band of rip rap comprising an encumbrance of 40 square feet; for a total project encumbrance of 1.221 square feet of coastal public land.

ADJACENT PROPERTY
South 100 Feet of the North and Adjacent Bayou of the West 19 of Lot 9, All of Lots 10 and 11, Block 371, Nicholstone 2 of 2, R. Hall Survey, Abstract 78, as recorded in the real property records of Galveston County, Texas.

SPECIAL CONDITIONS
1. Grantee is specifically prohibited from using or permitting the use of the Premises for any commercial or illegal purpose. Provided the Grantor does not unreasonably interfere with Grantee's use of the Premises, the Grantor may use or permit the use of the Premises for any purpose consistent with Grantee's use of the Premises.
2. Grantee must notify the General Land Office, in writing, at least thirty (30) days prior to modification, rebuilding, major repair, or removal of any structure authorized in this instrument.

COST OF DAMAGE
One Thousand and No/100 Dollars ($1,000) per event.

EFFECTIVE AND TERMINATION DATES
This Agreement is for a total period of ten (10) years, effective on July 1, 2026, and terminating on June 30, 2036.

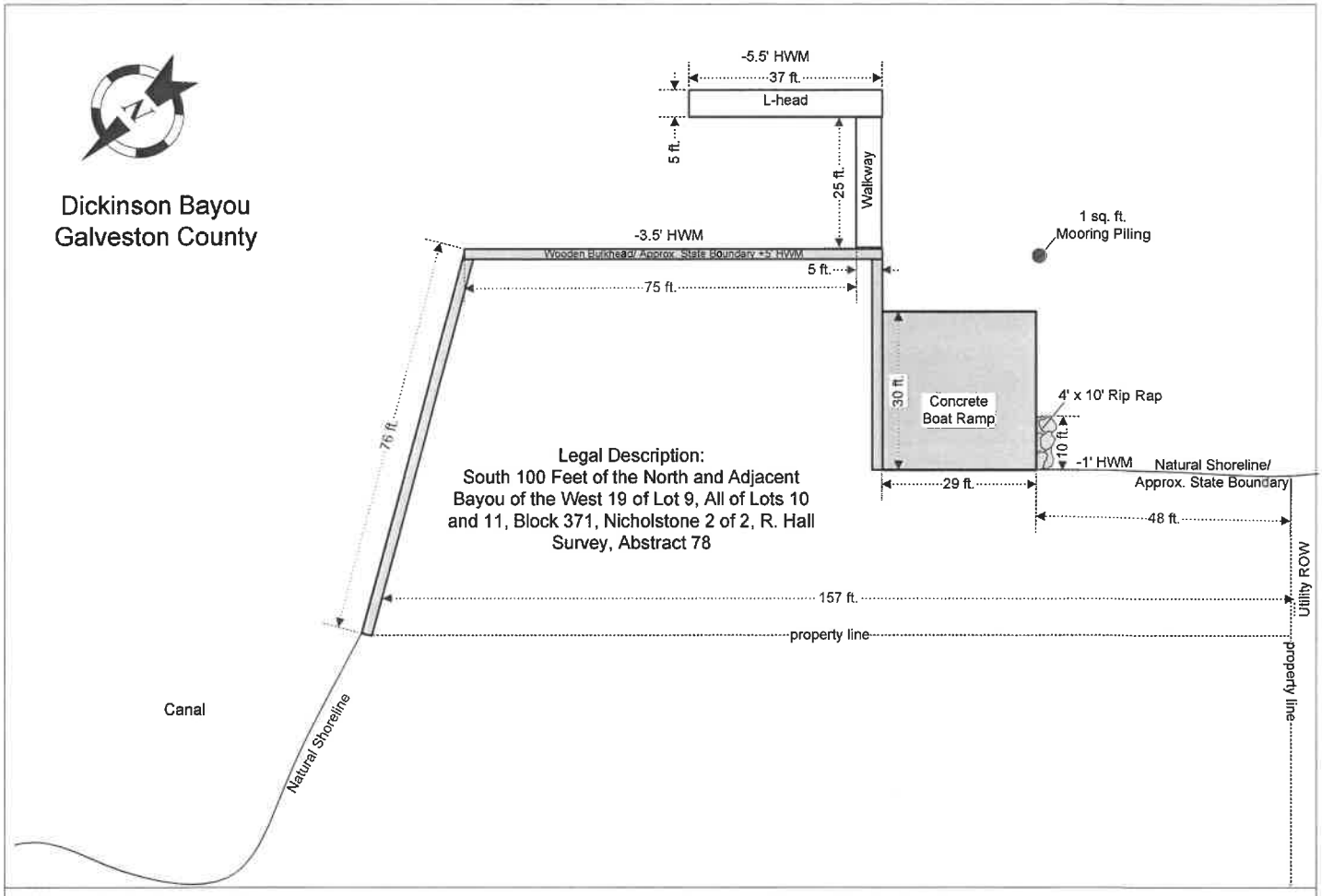
PAYMENT(S) AND/OR FEE(S)
In consideration of the mutual covenants and conditions set forth herein and the public benefits to be derived therefrom, Grantor and Grantee acknowledge that no rental fees shall be assessed for the described use of the Premises while Grantee is not in default of the terms agreed upon herein.

ADDRESS(ES) FOR NOTIFICATION

Grantor's Contact Information
Name: Texas General Land Office
Title: Director, Coastal Field Operations
Address: 1700 N. Congress Avenue
Address: Austin, Texas 78701-1495

Grantee's Contact Information
Name: Galveston County
Address: 722 Moody Avenue
Address: Galveston, TX 77550-2317

ATTACHMENT B:



TITLE: CL20260009 Galveston County	DATE OF INSPECTION: 1/15/2026
COMPANY: Texas General Land Office	PREPARED BY: Allison Buchtien
DRAWING SCALE: Not to Scale	ATTACHMENT B

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*16.

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

Consideration of approval of TXU Energy Contract Service Point Change Request Form RSR-00635863 for the deletion of 4503 11th St. Bacliff, TX 77518 submitted by Facilities

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	6/25/26 5:56 pm
2	Dianna Martinez	Approve	6/26/26 10:19 am

TXU Energy Contract Service Point Change Request Form

Request No:	RSR-00635863				
Customer Name:	Galveston County	Parent Quote Number:	S0397498	Pad Request:	10
Contact Email:		Contract Start Date:	06/01/2026	RDS Quote Number 1:	S0980735
Business Partner:	0020284603	Contract End Date:	05/31/2030	RDS Quote Number 2:	
Sales Executive:	Brittany Jalomo	Contract Rate:	0.03296	RDS Quote Number 3:	
Form Prepared By:	MORAN HECTOR	Billing Format:	Multi-site One Invoice	RDS Quote Number 4:	

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
10089010056142041041000	P.O BOX 1418 GALVESTON, TX 77553-1418	4503 11TH ST BACLIFF TX 77518-2206	Delete	6/26/2026	None		☐			37,805	$0.00

Notes/Comments:

Settlement: $0.00

**Total Volumes Traded(KWh): 0

***Valid To(Expiration): 06/17/2026 04:00 PM

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 then 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: _____ Date: _____

Print Name: _____ Print Title: _____

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
*17.

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

Contract Approval Request Form

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

1) **Date of Request:** 5/28/2026
2) **Contract Type:** Expense
3) **Renewal Contract:** No
4) **Department Name: Facilities**
5) **Department Contact: Misty Witmer**
6) **Description: Consideration of approval of Project Management Services Agreement for Galveston County Jail Facility Condition Assessment with Turner & Townsend Heery submitted by Facilities**

7) **PEID No: N/A**
8) **Req No: PO-0011395**
9) **Orgkey: 1101-170100**
10) **Object Code: Professional Services and Other Contract Services**
11) **Vendor: Turner & Townsend Heery**
12) **Vendor Contract No: N/A**

Expenditure Budget/Revenue Projections

13) **Fund Name: General**
14) **Fund #: 1101**
15) **Current Year Budgeted: $66,800.00**
16) **Current Year Projected: $66,800.00**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 6/22/2026
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 6/27/2026
26) **Contract # Issued by Purchasing Department: SC-0001059 / Bonfire # 259235**

NOTES: Professional Service

Approval History

Seq #	Approver	Action	Action Date
1	Lauren Michaels	Approve	5/28/26 4:40 pm
2	Misty Witmer	Approve	6/1/26 8:15 am
3	Melissa Fleming	Approve	6/2/26 4:42 pm
Notes:	Veronica VanHorn will review agreement (6/2/26 MF)		
4	Francisco Rodriguez	Approve	6/3/26 9:12 am
5	Rodolfo Gomez	Escalated	6/5/26 5:18 pm
6	Christian Monterrubio	Disapprove	6/8/26 5:01 pm
Notes:	Complete ORGKEY section and add correct founding source breakdown.		
7	Lauren Michaels	Approve	6/11/26 3:17 pm
8	Misty Witmer	Approve	6/11/26 3:18 pm
9	Melissa Fleming	Delegated	6/11/26 3:18 pm
Notes:	Delegated: Out Of Office		
10	Ashley Clark	Approve	6/12/26 9:23 am
11	Francisco Rodriguez	Approve	6/12/26 9:32 am
12	Rodolfo Gomez	Escalated	6/16/26 5:19 pm
13	Christian Monterrubio	Approve	6/18/26 11:48 am
14	Diana Huallpa	Approve	6/22/26 3:42 pm
15	Sergio Cruz	Approve	6/22/26 4:29 pm
16	Veronica Van Horn	Approve	6/26/26 8:05 am

Project Management Services Agreement

THIS PROJECT MANAGEMENT SERVICES AGREEMENT (this "Agreement") is made as of **May 25, 2026** by and between **County of Galveston, TX** ("Client"), and **Turner & Townsend Heery, LLC.**, a Georgia limited liability company ("HEERY"). Client and HEERY are also referred to herein as the "Parties." In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, Client and HEERY hereby agree as follows:

1. **PROJECT MANAGEMENT SERVICES**

1.1 Client hereby appoints HEERY to provide the project management services (the "Services") for certain Client facilities and construction projects, including the 2026 Jail Facility Condition Assessment (the "Project"). The scope of work for the Services is as described in Appendix "A", attached hereto. The compensation to be paid to HEERY and other terms relating to the Project is set forth on HEERY's proposal attached as Appendix "B". The term of this Agreement shall commence on the date of this Agreement and expire, unless earlier terminated as provided herein, upon the completion of all Services and final payment by Client.

1.2 Client's obligation to pay or reimburse HEERY as provided herein shall survive the expiration or termination hereof. All payments to HEERY hereunder shall be made in the amounts then due and without set-off. Client shall pay HEERY in connection with the Services, per agreed upon billing schedule, on a lump sum basis of sixty-six thousand, eight hundred dollars ($66,800.00). Additional Services will be as mutually agreed by the Parties in writing on a time spent or lump sum basis.

1.3 Client will pay any sales, use, gross receipts, value-added or other consumption-based taxes with respect to any goods and services provided to Client by HEERY or any subcontractor or any goods or services procured by HEERY as Client's agent or for the benefit of Client. Client shall retain the right to contest any such taxes assessed against Client.

1.4 HEERY will assist in the development and implementation of a master schedule for the Project. HEERY will advise Construction Professionals (as hereinafter defined) of the target completion dates established by Client. HEERY will use reasonable commercial efforts to complete its tasks in accordance with such time constraints but does not guaranty such schedule.

1.5 The Parties acknowledge and agree that the Services, as they relate to the construction and design efforts of contractors, vendors, architects, engineers, consultants, design professionals and other construction personnel engaged by Client to perform work on the Project ("Construction Professionals"), will be limited to overseeing and managing the work of the Construction Professionals. HEERY will review Project documents and require such changes as are necessary so that such documents are in the name of Client, and all warranties run in favor of Client. Client acknowledges that the work product provided by Construction Professionals will be the responsibility of such persons and that HEERY does not warrant or guaranty, and will not be liable with respect to, their performance or work product. HEERY will not be liable for design techniques or procedures employed by any third-party including Construction Professionals providing design or other services in connection with the Project, or construction means, methods, techniques, sequences or procedures. All agreements with Construction Professionals shall be entered into either by Client directly and the funds necessary to pay for such services shall be paid by Client. In contracts with the Construction Professionals, HEERY shall be named as an additional indemnified party and an additional insured under the Construction Professional's liability insurance.

1.6 HEERY shall provide the Services according to the standard of care ordinarily provided by similarly situated professionals on projects of like complexity in the general geographic region. HEERY shall perform the Services through able, qualified and trained HEERY employees ("HEERY Employees") and, if applicable, subcontractors. HEERY shall have the exclusive right to hire, direct, discipline,

compensate and terminate HEERY Employees, and shall exercise complete and exclusive control over the conduct of HEERY Employees.

2. INSURANCE

2.1 HEERY's Insurance. HEERY shall maintain the following insurance policies, covering the activities of HEERY under this Agreement: (a) commercial general liability of $2,000,000 combined single limit per occurrence and annual aggregate; (b) commercial automobile liability of $1,000,000 combined single limit; (c) umbrella form excess liability insurance in excess of the limits provided by the commercial general liability policy and commercial automobile liability policy with limits of $3,000,000 per occurrence and annual aggregate; (d) professional liability (errors and omissions) insurance of $5,000,000 per claim and aggregate; and (e) workers' compensation as required by applicable law with employers' liability limits of $1,000,000 each accident, disease and policy limit. Client will be an additional insured under HEERY's commercial general liability policy described above to the extent of loss attributable to HEERY's negligence. HEERY's insurance will not be called upon to respond to or cover Client's negligence or willful misconduct.

2.2 Mutual Waiver of Subrogation. Client and HEERY each hereby waive, for itself and its affiliates, right of recovery, and agrees that no third party shall have any right of recovery by way of subrogation, assignment or otherwise, against the other Party or its affiliates with regard to losses or claims insured against under this Agreement.

3. INDEMNIFICATION

3.1 Indemnification. Subject to the terms of this Agreement, HEERY agrees to indemnify, defend and hold harmless Client from and against all third party claims, liabilities, judgments, actions, penalties and other expenses (collectively, "Claims") asserted against or incurred by Client for bodily injury, personal injury or property damages to the extent such Claims are attributable to the HEERY's negligence or willful misconduct or HEERY's failure to comply with applicable law.

3.2 Procedure. If both Parties bear fault for a matter, HEERY's liability shall be limited to the percentage determined to be due to the fault of HEERY as agreed upon by the Parties or as fixed by settlement agreement or final judgment of a court or arbitration panel. Further, if either Party assumes the defense of a matter for which the other Party, but not the defending Party, is at fault (in whole or in part with any third party), the Party at fault shall either pay or reimburse the defending Party fully for all costs and expenses incurred in connection with such defense.

3.3 Limitations on Liability. Notwithstanding any provision herein to the contrary:

(a) Neither Party shall be liable for any lost or prospective profits or any other indirect, consequential, special, incidental, punitive, or other exemplary losses or damages, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, regardless of the foreseeability or the cause thereof.

(b) In no event shall HEERY incur liability under this Agreement or otherwise relating to the Services beyond the amount of fees (excluding any reimbursed amounts) paid or payable under this Agreement. HEERY shall not be liable for any Claim based upon or resulting from any erroneous or incomplete data provided by Client or any third party or otherwise contained in Client's databases. No representation or recommendation is or will be made by HEERY as to the legal sufficiency, legal effect, or tax or accounting consequences of any Project, transaction or documentation.

4. CONFIDENTIALITY; INTELLECTUAL PROPERTY

4.1 Confidentiality. HEERY and Client agree that any material, information or data relating to the research, development and/or business operations, strategies or ideas of a Party (the "Disclosing Party"), including, without limitation, customer information, business methodologies, plans or forecasts, that provides the Disclosing Party with a competitive advantage, that is not generally known by persons not employed by the Disclosing Party and that could not easily be determined or learned by someone outside its organization, and which is marked conspicuously in writing as "Confidential" ("Confidential Information") and disclosed to the other Party (the "Receiving Party") may not be disclosed by the Receiving Party unless otherwise permitted by this Agreement or permitted by law. Confidential Information shall not include information (a) in the public domain, (b) disclosed with the written permission of the Disclosing Party, (c) known to the Receiving Party from a source other than the Disclosing Party without a breach hereof by the Receiving Party, or (d) independently developed by the Receiving Party without information received from the Disclosing Party. In addition the Parties may disclose Confidential Information (i) to employees who have a need to know in connection with this Agreement, (ii) in any action to enforce the provisions of this Agreement, (iii) in any action involving claims by or against persons or entities that are not Parties, (iv) as required by applicable law or legal process, or (v) to accountants, attorneys, advisors and insurers who agree to or are otherwise required to maintain the information in confidence. HEERY acknowledges that Client is a unit of government subject to the First Amendment, the Texas Open Meetings Act, and the Texas Public Information Act. Client shall treat HEERY's Confidential Information with the same degree of care Client uses with its own information. Client's obligation to protect HEERY's Confidential Information includes providing HEERY with written notice in the event that HEERY's Confidential Information is implicated by a public information request or a subpoena. Thereafter, it shall be HEERY's burden to intervene and defend its own Confidential Information against release.

4.2 Intellectual Property. HEERY shall not receive any right, claim, title or interest in or to any proprietary products or intellectual property of Client. Notwithstanding any provision hereof to the contrary, all methodologies, systems, procedures, management tools, software, ideas, inventions, know-how and other intellectual capital that HEERY has developed, created or acquired prior to performing Services under this Agreement, or develops, creates or acquires during the Term or thereafter ("HEERY's Intellectual Capital") are and shall remain the sole and exclusive proprietary property of HEERY, and Client shall not have or acquire any right, claim, title or interest in or to any of HEERY's Intellectual Capital. Client shall receive no Clientship of or right to any of HEERY's working papers or manuals. Performance of the Services by HEERY shall not be deemed to be a prohibition of or interfere in any manner with HEERY's provision of similar services to third parties, provided that HEERY in so doing does not use or disclose any Confidential Information of Client.

5. CLIENT COVENANTS

5.1 Client shall furnish all information and cooperation reasonably required by HEERY in order to deliver the Services required hereunder. Client shall render all required approvals and decisions with reasonable promptness for the orderly performance of the Services. Client agrees that HEERY shall bear no liability to the extent arising out of Client's failure to comply with its obligations under this Agreement. Further, HEERY shall have no liability to the extent a Claim arises because HEERY acted or failed to act because of adherence to Client's policies, rules, regulations, agreements and/or instructions. All Client policies and instructions with which HEERY must comply shall be consistent with this Agreement and provided to HEERY in advance in writing.

6. HAZARDOUS MATERIALS; PRE-EXISTING CONDITIONS

6.1 Hazardous Materials. Client acknowledges that HEERY is not an environmental expert or consultant in the field of Hazardous Materials (as hereinafter defined). Notwithstanding any provision hereof to the contrary, with respect to any Hazardous Materials that may be present below, on, about or otherwise affecting a Project or any property of Client, HEERY shall not be responsible for detecting, handling,

removing, remediating or disposing of such Hazardous Materials, except to the extent of any Hazardous Materials brought onto the property by HEERY ("HEERY Hazardous Materials"). HEERY shall not use Hazardous Materials except in the ordinary course of providing the Services and in compliance with applicable laws. "Hazardous Materials" shall mean any hazardous material or substance which is or becomes defined as a "hazardous waste," "hazardous substance," "hazardous material," pollutant, or contaminant under any applicable law.

6.2 Other Pre-Existing Conditions and Defects. HEERY shall not be responsible for detecting or remediating any pre-existing conditions at a Project site or other property of Client that may adversely affect the operations, maintenance or use thereof or the health or safety of persons or property. HEERY shall not be responsible for detecting or remediating any structural or latent defects or other defects in design or construction of a facility or manufacturing defects in equipment at a property, whether pre-existing or arising during the Term.

7. NOTICES

All notices, waivers, approvals, consents, demands, other communications required or permitted under this Agreement shall be in writing and deemed properly given, served and received (a) if delivered by messenger, when personally delivered, (b) if mailed, on the second business day after deposit in the U.S. mail, certified or registered, postage prepaid, return receipt requested, or (c) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery to such courier; in each case addressed to the Party to be notified as follows: if to HEERY, then to Turner & Townsend Heery, LLC, 10777 Westheimer Rd., Suite 1160, Houston, TX 77042, Attn: Gary Whittle, with a required copy sent to: Turner & Townsend Heery, LLC., 999 Peachtree St. NE, Atlanta, GA 30309, Attn: General Counsel; and if to Client, to Galveston County Judge's Office, 722 Moody Ave., Fl. 2, Galveston, Texas 77550, Attn: Legal Services; or to such other address as any Party may notify the other Party.

8. MISCELLANEOUS

8.1 Entire Agreement; Amendment; Counterparts. This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof. This Agreement may not be amended or modified, nor may any term be waived, except in a writing signed by both Parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

8.2 Assignment; Successors and Assigns. Neither Party shall assign this Agreement (other than an assignment to an affiliate or by operation of law) without the prior written consent of the other Party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

8.3 Waiver. No consent or waiver by a Party to or of any breach or default, shall be deemed or construed to be a consent or waiver to or of any other breach or default under this Agreement. Failure of a Party to complain or declare the other Party in default, irrespective of how long such default continued, shall not constitute a waiver by such Party of rights and remedies hereunder.

8.4 Force Majeure. No delay or failure in performance by a Party shall constitute a default hereunder to the extent caused by Force Majeure. Unless the Force Majeure substantially frustrates performance of the Services, Force Majeure shall not operate to excuse, but only to delay, performance of the Services. If Services are delayed by reason of Force Majeure, HEERY promptly shall notify Client. Once the Force Majeure event ceases, HEERY shall resume performance of the Services as soon as possible. "Force Majeure" means any event beyond the control of the Party claiming inability to perform its obligations and which such Party is unable to prevent by the exercise of reasonable diligence, including, without limitation, the combined action of workers, fire, acts of terrorism, catastrophes, changes in laws, condemnation of property, epidemic/pandemic, governmental actions or delays, national emergency, war,

civil disturbance, floods, unusually severe weather conditions or other acts of God. Inability to pay or financial hardship shall not constitute Force Majeure regardless of the cause thereof and whether the reason is outside a Party's control.

8.5 HEERY has no authority to act for, or on behalf of, Client except as provided for in this Agreement. No other authority or power is granted or implied. HEERY may not incur any debt, obligation, expense, or liability of any kind against Client without Client's express written authorization. HEERY has no rights or benefits other than those set forth in this Agreement.

8.6 The Parties to this Agreement intend that HEERY, in performing the Services, will act and operate solely as an independent contractor. As such, HEERY shall maintain control of the Services and the manner in which they are performed, and shall be free to accept and perform Services for third-parties during the term of this Agreement.

8.7 HEERY acknowledges and agrees that it is not an employee of Client and, accordingly, is not entitled to any benefits, insurance, or other privileges available to Client employees. HEERY shall not represent to any person or entity that HEERY is an employee or agent of Client. Client will not deduct any social security or income taxes from the payments made to HEERY. Client will issue HEERY a 1099-Misc. form reflecting HEERY's compensation from Client and HEERY will be liable for any and all worker's compensation payments and federal, state, and local employment, sales, use, excise and other taxes arising out of HEERY's receipt of compensation under this Agreement.

8.8 Termination. Either Party may terminate this Agreement for cause upon thirty (30) days' prior written notice should the other Party fail substantially to perform in accordance with the terms of this Agreement through no fault of the Party initiating the termination. Either Party may terminate this Agreement without cause and for convenience by providing the other Party at least thirty (30) days' prior written notice specifying the effective date of such termination.

8.9 Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect including, but not limited to, Sections 3, 4, and 8.9.

8.10 Governing Law; Jury Waiver. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflicts of law principles. Exclusive venue for any cause of action involving or related to this Agreement shall be in the District or County Courts of Galveston County, Texas, and any objections to such venue are hereby irrevocably waived. Heery agrees to participate in mediation with Client as a condition precedent to any action or lawsuit being initiated against Client arising under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above written.

County of Galveston, TX

By:_____
Name:
Title:

Turner & Townsend Heery, LLC



By:_____
Name: Dennis Lawler
Title: Senior Vice President

APPENDIX "A"

SCOPE OF SERVICES

HEERY will assist Client with the Project to perform a Facility Condition Assessment (FCA) of the jail facility belonging to the County of Galveston, TX ("County"), comprising approximately 280,000 square feet. The services proposed will consist of providing facility condition assessments of the buildings and systems by consulting disciplines including Site/Civil, Architectural Finishes, ADA compliance, Fire & Life Safety, MEP systems, Structural, Detention & Security systems, Kitchen Equipment and Roofing / Exterior building envelope.

The FCA will be performed in general conformance with ASTM E 2018 – 15, Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process, with the use of an experienced site assessor. The purpose of the FCA will be to provide a baseline report for use in Capital Planning. We propose to use an experienced generalist, either an Architect or Engineer, with the intent to provide an assessment of the identified property. Short Term and Long-Term cost schedules will be provided. Short Term costs will include a deficiency description, recommended remediation and associated cost for repair or replacement. A photo of the deficiency will be included. Long Term Capital Reserve cost schedules will include a description of the building systems, age, remaining useful life and cost projections for replacement and maintenance. All data will be provided in editable excel format, for exclusive use by the County and their partners.

During the site visit, visual observations will be made to note the general condition of the properties and to locate obvious problems and visible defects in the materials and building systems. If we have concerns about specific items, which may require additional investigation, we will notify you accordingly. Additionally, interviews with building staff and a review of Client provided documentation will be performed during the site assessment. Review of documentation will include past and future capital improvement schedules, equipment replacement and equipment lists, ongoing equipment replacement proposals and costing, and as built or design drawings.

During the site visit, visual observations will be made to note the general condition of the property and to locate obvious problems and visible defects in the materials and building systems. If we have concerns about specific items, which may require additional investigation, we will notify you accordingly. Additionally, interviews with building staff and a review of Owner provided documentation will be performed during the site assessment. Review of documentation will include, but not be limited to, past and future capital improvement schedules, equipment replacement and equipment lists, ongoing equipment replacement proposals and costing, and as built or design drawings.

A brief description / condition of each of the systems listed below will be prepared for:

- **Structural:** The purpose of the Structural portion of the assessment is to determine what general structural systems were used and their adequacy for the continued future usage of the facility. We will perform a site walk-through to locate visible defects, which might suggest structural problems. The general soil conditions and local geology will be noted to provide opinion on potential problematic conditions in the area and observed localized issues will be noted.
- **Exterior Building Envelope:** The purpose of the Exterior Building Envelope portion of the assessment is to visually review and assess the type and condition of materials used in construction of the exterior building envelope. Our observations will include visual review of exterior walls, windows, doors, caulk, trim, and siding for overall integrity of the systems and their ability to resist moisture infiltration. Our observations will be made from the ground or roof as appropriate and as can be safely performed. No facade drops will be performed as part of the base proposal.
- **Roofing:** We will report on the in-place roofing system. We will visually assess its general condition based on site observations of the roofing membrane, flashing, penetrations and expansion joint details, and provide general observation of the drainage system. No roof cores or

testing will be conducted as part of the base FCA unless specifically agreed to. If reasonably accessible, the underside of the deck and a sampling of attic spaces will also be observed to determine if there is evidence of infiltration leakage. Steep-slope roofs will not be walked. Access to low-slope roofs must be provided or otherwise arranged by Client, including OSHA-approved portable ladders, as needed. No destructive testing will be performed as part of the base FCA.

- **Interior Finishes:** The purpose of the interior finishes portion of the assessment is to note finishes that are in place, assess the condition of the common area elements and the needed replacements and/or repairs that may be required.
- **Mechanical (HVAC & Pressurization):** The HVAC System will be observed to note the type of systems used, present operations, and to assess the general quality and condition of installation. The system will be evaluated based on condition, age, criticality, deficiencies, and remaining useful life of the units, fans, control systems, and exhaust network. Pressurization and air flow balance will be observed and reported, but any corrections or re-balancing would be included as a separate cost.
- **Electrical & Emergency Power:** The Electrical system will be observed to note the type of systems used, present operations, and to assess the general quality and condition of installation. The system will be evaluated based on condition, age, criticality, deficiencies, redundancy, load capacity, and remaining useful life of the main distribution, panels and feeders, generators, and UPS system.
- **Plumbing Systems & Fixtures:** The plumbing system will be observed to observe the systems' present operation and to assess the general quality and condition of installation of fixtures. The system will be evaluated based on condition, age, criticality, deficiencies, and remaining useful life of the aforementioned systems. Detention grade facilities will be catalogued and included in life-cycle replacement recommendations as-needed.
- **Life Safety / Fire Protection Systems:** The purpose of the Life Safety/Fire Prevention Systems Assessment will be to identify the systems that exist within the property. Fire alarms, sprinkler systems, fire extinguishers, smoke detectors, and emergency egress lighting and signage will be among the items we assess. We will identify third party fire or security alarm monitoring firms under contract and inquire regarding the inspection history of these systems. Equipment will not be operated or tested by Heery as part of this project. We will attempt to verify if the current systems comply with current code by way of interview of the local authority having jurisdiction (a general review of the property type with the local authority). The services of a separate fire protection consultant are not included in this scope.
- **Asset Data Collection**: The Scope of Work for this task will be to collect asset data for core MEP facility assets using our own asset data collection application tool. A spreadsheet of the captured data will be the final deliverable provided at the end of the asset sweep along with site photos taken by the surveyors from the site. The services include visiting the site/s listed and cataloging the agreed-to on-site mechanical, electrical, and plumbing equipment, including placement of a serialized numeric QR coded asset tags on each piece of cataloged equipment. Additional assets to be catalogued include: security panels, fire and life safety equipment, kitchen and laundry equipment, and any other assets for which a lifecycle analysis can be performed.
- **Texas Accessibility Standards (TAS)**: The purpose of this assessment will be to confirm the accessibility of public areas of the site and buildings as defined by the Texas Accessibility Standards (TAS). A visual survey of the Subject will be performed by the Generalist. A listing of deficient issues will be provided along with recommended cost to remediate the deficiencies. Photographs of building deficiencies will be included for illustration purposes.
- **Site / Civil**: The purpose of the Site Civil portion of the assessment is to observe and report on the general condition of site infrastructure and improvements which include the site utilities, site drainage, paving, sidewalks, site signage, lighting, and landscaping. This will be accomplished by performing a review of the site. The types of materials, general conditions, major concerns and our repair recommendations will be included in the Report.

Additional Terms & Conditions applicable to the FCA scope include:

(a) The Client is to provide access to the facilities and staff familiar with this property and its history to better understand and clarify observed deficiencies and ongoing maintenance concerns. During the site visit, visual observations will be made to note the general condition of the property and to locate obvious problems and visible defects in the materials and building systems. If we have concerns about specific items, which may require additional investigation, we will notify you accordingly. Additionally, interviews with building staff and a review of Client provided documentation will be performed during the site assessment. Review of documentation will include, but not be limited to, past and future capital improvement schedules, equipment replacement and equipment lists, ongoing equipment replacement proposals and costing, and as built or design drawings.
(b) The Scope of FCA services is to provide a baseline report of the current conditions of each facility on the day of our site visit.
(c) The identification of hazardous materials, including asbestos containing materials, finishes containing lead and identification of microbial growth, are not included in the Scope of this project. It is our understanding, the identification and remediation recommendations for these types of conditions will be provided by Subject Matter Experts within each discipline under separate agreement with Client. Any future alterations to the Facility may require in depth studies of the building systems to confirm if any hazardous materials are present.
(d) Services provided under this Agreement are for the sole use and benefit of Galveston County for the purpose identified in the incorporating documents. Except as specifically identified in the proposal attached hereto or the report produced under this agreement there are no third-party beneficiaries of the Services and no such party shall be entitled to rely on Heery's work product or shall have rights of recourse or recovery from Galveston County or Heery under any theory of law whatsoever.
(e) Client acknowledges and agrees that (i) the Services may require judgments to be made by Heery that are based upon limited data rather than scientific certainties; (ii) Heery's approach, recommendations, and associated cost estimates, if any, are based upon industry practices and averages; (iii) Heery's opinions are made at the time of the assessment with respect to the observations made and data obtained at the time of the assessment; (iv) ultimate outcomes could be inconsistent with the conclusions, results, and projections of Heery; and (v) there may be additional reports, records, work proposals, whether written, pending, or verbal, that may impact Heery's findings, recommendations or cost estimates, if any.
(f) The Services provided do not constitute the practice of architecture, engineering or geology. In no event shall Heery be held liable for latent or hidden conditions, conditions not actually observed by Heery or the potential consequences of conditions of which Client had or did not have knowledge at the time of the assessment.
(g) The walk-through will be limited to areas that are readily observable, easily accessible, and deemed safe by Heery at the time of the site visit.
(h) Field observers will not enter crawl spaces or other confined areas that pose a health or safety risk that could result from the presence of mold, fungus, insects, vermin, protruding nails, etc.
(i) If any ASTM standards are set forth in the Report, the Services are subject to the limitations detailed in the applicable ASTM standard.
(j) Notwithstanding anything herein to the contrary, Heery's opinions, whether oral or written, are not intended, nor should they be construed, as an insurance policy or a guarantee or warranty, expressed or implied, regarding the physical or environmental condition of the property and the property's compliance with local, state, or national building, structural, plumbing, or electrical codes; zoning ordinances, environmental/health regulations; or compliance with the Americans with Disability Act (ADA).
(k) Client affirms an understanding of the scope and limitations of the Services and acknowledges the adequacy of the agreed upon scope of services for the purposes identified.
(l) Client acknowledges that all third-party information is deemed by Heery to be correct and complete without independent verification by Heery.
(m) Lift and/or ladder access shall be provided by the onsite staff. We have not included cost of lifts or ladders within the current scope.
(n) Lab sampling of materials and/or destructive testing are excluded from the proposal.

APPENDIX "B"

HEERY PROPOSAL

May 1, 2026

Misty Witmer, Director / Chief Information Officer
The County of Galveston, Texas
Misty.Witmer@galvestoncountytx.gov

Turner & Townsend Heery
10777 Westheimer Rd., Suite 1160
Houston, TX 77042
713-457-9400
www.turnerandtownsend.com

For the attention of Misty Witmer, Director / Chief Information Officer

Dear Ms. Witmer,

County of Galveston, TX – Facility Condition Assessment Proposal (Galveston County Jail)

Turner & Townsend Heery ("Heery") is pleased to provide this proposal to perform a Facility Condition Assessment (FCA) for the County of Galveston, TX ("County"), at the County Jail Facility, comprising approximately 280,000 square feet. The services proposed will consist of providing facility condition assessments of the building and systems by consulting disciplines including Site/Civil, Architectural Finishes, ADA compliance, Fire & Life Safety, MEP systems, Structural, and Roofing / Exterior building envelope, with additional assessment of the existing detention and security systems, including surveillance and security electronics. Services include asset data collection and lifecycle replacement recommendations for all major systems and components for each discipline listed above, as well as kitchen and laundry equipment.

In support of our highly experienced facility condition assessment team, Heery is planning to leverage internal subject matter expertise in justice and correctional facilities to ensure the physical assets you have in place support a modern detention facility and current detention philosophy of the County. Additionally, we have partnered with HDR Architecture, national experts in correctional facility design, to assess detention & security systems and electronics, as well as conformance to building and life safety code, Texas Accessibility Standards, and requirements of the Texas Commission on Jail Standards.

The FCA will be performed in general conformance with ASTM E 2018 – 15, Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process, with the use of an experienced site assessor. The purpose of the FCA will be to validate and enhance the facility data and develop a defensible capital improvement plan. Short Term and Long-Term cost schedules will be provided. Short Term costs will include a deficiency description, recommended remediation and associated cost for repair or replacement. A photo of the deficiency will be included. Long Term Capital Reserve cost schedules will include a description of the building systems, age, remaining useful life and cost projections for replacement and maintenance. All data will be provided in editable excel format, for exclusive use by the County and their partners.

During the site visit, visual observations will be made to note the general condition of the property and to locate obvious problems and visible defects in the materials and building systems. If we have concerns about specific items, which may require additional investigation, we will notify you accordingly. Additionally, interviews with building staff and a review of Owner provided documentation will be performed during the site assessment. Review of documentation will include, but not be limited to, past and future capital improvement schedules, equipment replacement and equipment lists, ongoing equipment replacement proposals and costing, and as built or design drawings.

A brief description / condition of each of the systems listed below will be prepared for:

- **Structural:** The purpose of the Structural portion of the assessment is to determine what general structural systems were used and their adequacy for the continued future usage of the facility. We will

perform a site walk-through to locate visible defects, which might suggest structural problems. The general soil conditions and local geology will be noted to provide opinion on potential problematic conditions in the area and observed localized issues will be noted.

- **Exterior Building Envelope:** The purpose of the Exterior Building Envelope portion of the assessment is to visually review and assess the type and condition of materials used in construction of the exterior building envelope. Our observations will include visual review of exterior walls, windows, doors, caulk, trim, and siding for overall integrity of the systems and their ability to resist moisture infiltration. Our observations will be made from the ground or roof as appropriate and as can be safely performed. No facade drops will be performed as part of the base proposal.
- **Roofing:** We will report on the in-place roofing system. We will visually assess its general condition based on site observations of the roofing membrane, flashing, penetrations and expansion joint details, and provide general observation of the drainage system. No roof cores or testing will be conducted as part of the base FCA unless specifically agreed to. If reasonably accessible, the underside of the deck and a sampling of attic spaces will also be observed to determine if there is evidence of infiltration leakage. Steep-slope roofs will not be walked. Access to low-slope roofs must be provided or otherwise arranged by Client, including OSHA-approved portable ladders, as needed. No destructive testing will be performed as part of the base FCA.
- **Interior Finishes:** The purpose of the interior finishes portion of the assessment is to note finishes that are in place, assess the condition of the common area elements and the needed replacements and/or repairs that may be required.
- **Mechanical (HVAC & Pressurization):** The HVAC System will be observed to note the type of systems used, present operations, and to assess the general quality and condition of installation. The system will be evaluated based on condition, age, criticality, deficiencies, and remaining useful life of the units, fans, control systems, and exhaust network. Pressurization and air flow balance will be observed and reported, but any corrections or re-balancing would be included as a separate cost.
- **Electrical & Emergency Power:** The Electrical system will be observed to note the type of systems used, present operations, and to assess the general quality and condition of installation. The system will be evaluated based on condition, age, criticality, deficiencies, redundancy, load capacity, and remaining useful life of the main distribution, panels and feeders, generators, and UPS system.
- **Plumbing Systems & Fixtures:** The plumbing system will be observed to observe the systems' present operation and to assess the general quality and condition of installation of fixtures. The system will be evaluated based on condition, age, criticality, deficiencies, and remaining useful life of the aforementioned systems. Detention grade facilities will be catalogued and included in life-cycle replacement recommendations as-needed.
- **Life Safety / Fire Protection Systems:** The purpose of the Life Safety/Fire Prevention Systems Assessment will be to identify the systems that exist within the property. Fire alarms, sprinkler systems, fire extinguishers, smoke detectors, and emergency egress lighting and signage will be among the items we assess. We will identify third party fire or security alarm monitoring firms under contract and inquire regarding the inspection history of these systems. Equipment will not be operated or tested by Heery as part of this project. We will attempt to verify if the current systems comply with current code by way of interview of the local authority having jurisdiction (a general review of the property type with the local authority). The services of a separate fire protection consultant are not included in this scope.
- **Asset Data Collection**: The Scope of Work for this task will be to collect asset data for core MEP facility assets using our own asset data collection application tool. A spreadsheet of the captured data will be the final deliverable provided at the end of the asset sweep along with site photos taken by the surveyors from the site. The services include visiting the site/s listed and cataloging the agreed-to on-site mechanical, electrical, and plumbing equipment, including placement of a serialized numeric QR coded asset tags on each piece of cataloged equipment. Additional assets to be catalogued include: security panels, fire and life safety equipment, kitchen and laundry equipment, and any other assets for which a lifecycle analysis can be performed.

Additional recommended items for assessment and ***included in our proposal***:

- **Texas Accessibility Standards (TAS):** The purpose of this assessment will be to confirm the accessibility of public areas of the site and buildings as defined by the Texas Accessibility Standards (TAS). A visual survey of the Subject will be performed by the Generalist. A listing of deficient issues will be provided along with recommended cost to remediate the deficiencies. Photographs of building deficiencies will be included for illustration purposes.
- **Site / Civil:** The purpose of the Site Civil portion of the assessment is to observe and report on the general condition of site infrastructure and improvements which include the site utilities, site drainage, paving, sidewalks, site signage, lighting, and landscaping. This will be accomplished by performing a review of the site. The types of materials, general conditions, major concerns and our repair recommendations will be included in the Report.
-

Heery respectfully proposes a fee of **$66,800** for the above-mentioned services. Please note the following assumptions:

- Pricing is conditioned upon the same terms and conditions as the previous engagement.
- Heery will not exceed the agreed upon proposal without prior approval from the County. If additional services are required or requested on the Project, the fees for those additional service fees will be calculated based on consultant's scheduled hourly rates, proposed and approved prior to proceeding with those additional services.
- Should the Client cancel the engagement after notice-to-proceed, the Client will be charged project-specific costs incurred, such as regulatory database and non-recoverable travel fees, based on the percentage of the project completion at the time of cancellation.
- If any structural issues are concerning enough to warrant a more thorough inspection by a licensed structural engineer, that cost would be billed as a reimbursable expense. We would recommend a contingency allowance of **$10,000** to be used at the request of Galveston County.

FACILITY	ADDRESS	AREA (SF)	YEAR BUILT	FCA Services	Asset Data Collection	Costing & Capital Planning	Base Scope Total
Galveston County Jail	5700 Ave H, Galveston, TX 77550	280,000	2005	$42,500	$19,200	$5,100	$66,800
TOTALS		**280,000**		**$42,500**	**$19,200**	**$5,100**	**$66,800**

Thank you for the opportunity to work with you, and please call if you have any questions. We look forward to continuing our work with you and your staff at the County of Galveston, TX.

Yours faithfully,



Gary Whittle
Senior Director
Turner & Townsend Heery
e: gary.whittle@turntown.com

Proposal Specifications:

- Representative Observations: Consultant will endeavor to access and observe as much as 100% and not less than 80% of readily accessible site, facades visible from grade, roof areas, plumbing systems, mechanical systems, electrical systems, fire suppression and alarms systems, and 20% of the common areas or interior spaces.
- This report is for internal use only. No third-party reliance without written consent of Consultant.
- The fee for the above scope is based on a single site visit. If additional site visits are required due access issues or areas and systems which are not readily visible or available, additional fees will apply. Authorization for the additional effort will be required before a revisit can be performed.
- Lift access, and ladder access shall be provided by the onsite staff. We have not included the cost of lifts or ladders within the current scope.
- No above ceiling assets will be captured.
- Per site safety requirements and data collection efficiency we always require chaperone of our survey team while touring the site. If chaperone availability is limited our team will note the limitation to our access and not be able to assess scheduled buildings or rooms during the period which the chaperone is unavailable.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*18.

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

Contract Approval Request Form

To Be Completed by Requesting Department (#1-22)

1) **Date of Request:** 6/11/2026
2) **Contract Type:** Expense
3) **Renewal Contract:** No
4) **Department Name: Information Technology**
5) **Department Contact: Misty Witmer**
6) **Description: Consideration of approval of the addition of a Comcast circuit at the former Medical Examiner's Building with Comcast Business submitted by Information Technology**

7) **Fund Name and Number: General Fund 1101**
8) **Cost Center: 159100**
9) **Ledger Account Summary: 5492000 Communications**
10) **Spend Category: Internet/Data Service**
11) **Project Worktag (when applicable):**
12) **Grant Worktag (when applicable):**
13) **Vendor: Texas Department of Information Resources**
14) **Vendor Contract Number: ☒ Yes ☐ No: DIR-TELE-CTSA-010**

Expenditure Budget/Revenue Projections

15) **Budget Amendment Requested: ☐ Yes ☒ No (if yes, provide BA request details):**
16) **Current Year Budgeted: $430,000.00**
17) **Current Year Projected: $1,182.00**
18) **Year 2:**
19) **Year 3:**
20) **Year 4:**
21) **Year 5:**
22) **Totals:**

To Be Completed by Purchasing Department

23) **Contract Start Date:** 7/11/2026
24) **Auto Renewal Contract:** No
25) **Bid No: N/A**
26) **Contract End Date:** 7/11/2029

27) Contract # Issued by Purchasing Department: SC-0001083

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Lauren Michaels	Approve	6/16/26 5:00 pm
2	Misty Witmer	Approve	6/17/26 11:26 am
3	Melissa Fleming	Approve	6/17/26 1:57 pm
4	Francisco Rodriguez	Approve	6/17/26 2:01 pm
5	Rodolfo Gomez	Escalated	6/19/26 5:18 pm
6	Christian Monterrubio	Approve	6/22/26 12:11 pm
7	Diana Huallpa	Approve	6/22/26 3:36 pm
8	Sergio Cruz	Approve	6/22/26 4:37 pm
9	Veronica Van Horn	Approve	6/25/26 5:53 pm

Metro Ethernet Circuit Order Form (TEX-AN)

Before ordering service go to: https://dir.texas.gov/communications-technology-services/tex-voice-and-data-vendor-contracts and review the contracts and pricing. Call 877-472-4848 Option 4 for assistance.

☒ **Customer agrees to abide by the applicable terms and conditions of the vendor's communications technology services agreement and the related customer services agreement for the services. (This box must be checked for order issuance.)**

Send completed order form with the vendor price quote to: telecom.solutions@dir.texas.gov

1) Customer Account Information			
Account Code	Click here	**Division Code**	Click here
Account Name	County of Galveston	**Division Name**	Click here
Order Submitted By	Chris Martinez	**Phone Number**	409-766-2216
Email Address	Chris.Martinez@galvestoncountytx.gov		
Date of this Request	6/9/2026	**Requested Due Date**	6/10/2026
Expedite Request	☒ No ☐ Yes*	***If Yes is checked, customer agrees to pay expedite charges.**	

2) Type of Request – Select One			
☒ **Install New Metro Ethernet Circuit – Go to Section 3**			
☐ **Change Existing Circuit** – What are you changing? ☐ Location ☐ Division ☐ Port Speed ☐ Other			
Explain the change you are requesting Click here			
☐ **Add New Location**	Existing network: **CKR** Click here	**Circuit ID** Click here	
☐ **Change Location**	Existing network: **CKR** Click here	**Circuit ID** Click here	
☐ **Add Multiple Locations**	Existing network: **CKR** Click here	**Circuit ID** Click here	
☐ **Change Access Speed**	**Current Access Speed** Click here	**New Access Speed** Click here	
☐ **Change Port Speed**	**Current Port Speed** Click here	**New Port Speed** Click here	
To disconnect a circuit, use the Disconnect Circuit Order Form found here: https://dir.texas.gov/resource-library-item/disconnect-circuit-order-form			

3) Provider			
☐ **AT&T** DIR-TELE-CTSA-002		☐ **Charter** DIR-TELE-CTSA-009	
☐ **CenturyLink (Lumen)** DIR-TELE-CTSA-004		☒ **Comcast** DIR-TELE-CTSA-010	
☐ **Granite** DIR-TELE-CTSA-012		☐ **NWN** DIR-TELE-CTSA-014	
☐ **Verizon** DIR-TELE-CTSA-015		☐ **Windstream** DIR-TELE-CTSA-016	
Term Agreement	☐ No Term ☐ 12 months ☐ 24 months ☒ 36 months ☐ Other Click here		

4) Circuit Information – New Install	
Access Speed	☐ 10M ☐ 100M ☐ 1G ☐ 5G ☐ 10G ☐ 20G ☐ Other Click here
Connection Type	☐ Point to Point ☒ Point to Multi-point
Service Type-AT&T	☐ ADE* ☐ ASE* *AT&T Technical Questionnaire is required for the order to be placed
Port Speed	☐ 1.5M ☐ 2M ☐ 4M ☐ 5M ☐ 8M ☐ 10M ☐ 20M ☐ 30M ☐ 40M

	☐ 50M ☐ 60M ☐ 70M ☐ 80M ☐ 90M ☐ 100M ☐ 200M ☐ 300M ☐ 400M ☐ 500M ☐ 600M ☐ 1G ☐ 5G ☐ 10G ☐ 20G ☐ Other Click here

5a) Location 1 – Address and Contact Information			
Location Name	Click here	**Building Name/Number**	Click here
Street Address	Click here	**City, State, ZIP**	Click here
Cross Street – Street names of nearest intersection	Click here		
Floor and/or Room Number	Click here		
Provide Primary and Alternate Contacts for Location 1 where the service is being installed or changed.			
Primary Name	Chris Martinez	**Alternate Name**	Stan Heerboth
Primary Phone	409-766-2216	**Alternate Phone**	409-765-2646
Primary Cell	Click here	**Alternate Cell**	409.392.7913
Primary E-mail	Chris.Martinez@galvestoncountytx.gov	**Alternate E-mail**	Stan.Heerboth@GalvestonCountyTX.gov
Access Speed	Click here	**Port Speed**	Click here
Connection	☐ Electrical ☐ Optical		

5b) Location 1 – Connection, Handoff, Power, etc. Complete this section for Charter and Lumen. AT&T-Complete a Technical Questionnaire and skip this section.					
Type of Handoff	☐ Copper ☐ Fiber	If Fiber ☐ Single-Mode ☐ Multi-Mode If Fiber ☐ LC connector ☐ SC Connector			
Type of Power (If new equipment is being installed)		☐ AC Power ☐ DC Power			
Duplex Mode	☐ Full ☐ Half ☐ Auto				
Will you need Lumen to extend the dmarc?		☐ No ☐ Yes			
If Yes for dmarc extension	**Floor Number**	Click here	**Suite Number**	Click here	
If LOA is needed, who is the Third-Party Provider/Vendor?		Click here			
(Lumen orders only) Multiplex or Transparent Mode		☐ Multiplex ☐ Transparent			
Multiplex requires VLAN tag(s). Specify VLAN tag(s) you will send across this circuit		Click here			
Existing HUB Circuit ID	Click here				

6a) Location 2 – Address and Contact Information			
Location Name	Click here	**Building Name/Number**	Click here
Street Address	Click here	**City, State, ZIP**	Click here
Cross Street – Street names of nearest intersection	Click here		
Floor and/or Room Number	Click here		
Provide Primary and Alternate Contacts for Location 2 where the service is being installed or changed.			
Primary Name	Click here	**Alternate Name**	Click here
Primary Phone	Click here	**Alternate Phone**	Click here

Primary Cell	Click here	**Alternate Cell**	Click here
Primary E-mail	Click here	**Alternate E-mail**	Click here
Access Speed	Click here	**Port Speed**	Click here
Connection	☐ Electrical ☐ Optical		

6b) Location 2 – Connection, Handoff, Power, etc. Complete this section for Charter and Lumen. AT&T-complete a Technical Questionnaire and skip this section.					
Type of Handoff	☐ Copper	☐ Fiber*	*If Fiber	☐ Single-Mode	☐ Multi-Mode
			*If Fiber	☐ LC connector	☐ SC Connector
Type of Power (If new equipment is being installed)				☐ AC Power	☐ DC Power
Duplex Mode	☐ Full	☐ Half	☐ Auto		
Will you need Lumen to extend the dmarc?			☐ No	☐ Yes	
If Yes for dmarc extension	**Floor Number**	Click here	**Suite Number**	Click here	
If LOA is needed, who is the Third-Party Provider/Vendor?			Click here		
(Lumen orders only) Multiplex or Transparent Mode			☐ Multiplex	☐ Transparent	
Multiplex requires VLAN tag(s). Specify VLAN tag(s) you will send across this circuit			Click here		
Existing HUB Circuit ID	Click here				

7) Remarks – Provide any special requests and additional information.
Please see the Multi-Site Bulk Order Form

Account Name:	County of Galveston				
DIR Project Note:					
Agency/Division Code:					
Order Type	**Type of request**	**Circuit Type**	**Circuit / Access Speed**	**Port Speed**	**Circuit**
Metro - E	Install	ENS (Point to Multi Point)	100Mbps	1000Mbps	New

	Vendor:	Comcast Busines
	Order submitted by:	Kenneth Orlaska
Hand- off type	**Location Name**	**Service Address Loc A**
Copper	County of Galveston	6607 EMMETT F LOWRY EXPY, TEXAS CITY, TX 77591

Service Address Loc Z	Comcast Circuit IDs	Contact Name

Phone	Email	Alternate Name	Alternate Phone

Alternate Email	DIR WORK ORDER #	DIR CKR #	

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COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

MSA ID#: TX-34649774-KHitc **SO ID#:** TX-34649774-KHitc-30658086 **Account Name:** County of Galveston - SOTX DIR

CUSTOMER INFORMATION (for notices)

Primary Contact:	Chris Martinez
Title:	
Address 1:	PO Box 13564
Address 2:	Department of Information Resources
City:	Austin
State:	TX
Zip:	78711
Phone:	(713) 443-0391
Cell:	
Fax:	
Email:	chris.martinez@galvestoncountytx.gov

Billing Account Name	Department of Information Resources
Billing Name (3rd Party Accounts)	
Billing Contact:	Chris Martinez
Title:	
Phone:	(713) 443-0391
Cell:	
Fax:	
Email:	chris.martinez@galvestoncountytx.gov

INVOICE ADDRESS

Address 1:	PO Box 13564
Address 2:	
City:	Austin
State:	TX
Zip Code:	78711
Tax Exempt:	Yes

* If Yes, please provide and attach all applicable tax exemption certificates

CKR Number:

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): **36**

SUMMARY OF SERVICE CHARGES*

Current Monthly Recurring Charges:	$0.00
Current Trunk Services Monthly Recurring Charges:	$0.00
Total Current Monthly Recurring Charges (all Services):	**$0.00**
Change Monthly Recurring Charges:	$441.28
Change Trunk Services Monthly Recurring Charges:	$0.00
Change Monthly Recurring Charges (all Services):	**$441.28**
Total Monthly Recurring Charges:	$441.28
Total Trunk Services Monthly Recurring Charges:	$0.00
Total Monthly Recurring Charges (all Services):	**$441.28**

SUMMARY OF STANDARD INSTALLATION FEES*

Total Standard Installation Fees:	$0.00
Total Trunk Services Standard Installation Fees:	$0.00
Total Standard Installation Fees (all Services):	**$0.00**

SUMMARY OF CUSTOM INSTALLATION FEES*

Total Custom Installation Fee:	**$0.00**

SUMMARY OF MONTHLY EQUIPMENT FEES*

Current Services Equipment Fee Monthly Recurring Charges:	$0.00
Current Trunk Services Equipment Fee Monthly Recurring Charges:	$0.00
Current Equipment Fee Monthly Recurring Charges (All Services):	**$0.00**
Change Services Equipment Fee Monthly Recurring Charges:	$0.00
Change Trunk Services Equipment Fee Monthly Recurring Charges:	$0.00
Change Equipment Fee Monthly Recurring Charges (All Services):	**$0.00**
Total Service Equipment Fee Monthly Recurring Charges	**$0.00**
Total Trunk Service Equipment Fee Monthly Recurring Charges	**$0.00**
Total Equipment Fee Monthly Recurring Charges (All Services)	**$0.00**

GENERAL COMMENTS

Sales Order No.TX-34649774-KHitc-30658086 placed against the TEX_AN 2021 Communication Technology Service Agreement DIR Contract DIR-TELE-CTSA-010

AGREEMENT

CUSTOMER USE ONLY (by authorized representative)	COMCAST USE ONLY (by authorized representative)	
Signature:	Signature: Signed by: Michael J. Mazza	Sales Rep: Kenneth Orlaska
Name:	Name: Michael J. Mazza	Sales Rep E-Mail: kenneth_orlaska@cable.comcast.com
Title:	Title: Vice President	Region: Houston
Date:	Date: 6/12/2026	Division: West

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COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: County of Galveston - SOTX DIR **Date:** 6/3/2026

MSA ID#: TX-34649774-KHitc **SO ID#:** TX-34649774-KHitc-30658086

Short Description of Service:

Service Term: 36 MONTHS

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
001	New	Add	Ethernet Network Interface - Gig E	Port	6607 EMMETT F LOWRY EXPY-C	-	Intrastate	1	$145.60	$0.00
002	New	Add	ENS - Basic Network Bandwidth	100 Mbps	6607 EMMETT F LOWRY EXPY-C	-	Intrastate	1	$295.68	$0.00
003	-	-			-	-			$0.00	$0.00
004	-	-			-	-			$0.00	$0.00
005	-	-			-	-			$0.00	$0.00
006	-	-			-	-			$0.00	$0.00
007	-	-			-	-			$0.00	$0.00
008	-	-			-	-			$0.00	$0.00
009	-	-			-	-			$0.00	$0.00
010	-	-			-	-			$0.00	$0.00
011	-	-			-	-			$0.00	$0.00
012	-	-			-	-			$0.00	$0.00
013	-	-			-	-			$0.00	$0.00
014	-	-			-	-			$0.00	$0.00
015	-	-			-	-			$0.00	$0.00
016	-	-			-	-			$0.00	$0.00
017	-	-			-	-			$0.00	$0.00
018	-	-			-	-			$0.00	$0.00
019	-	-			-	-			$0.00	$0.00
020	-	-			-	-			$0.00	$0.00
021	-	-			-	-			$0.00	$0.00
022	-	-			-	-			$0.00	$0.00
023	-	-			-	-			$0.00	$0.00
024	-	-			-	-			$0.00	$0.00
025	-	-			-	-			$0.00	$0.00
026	-	-			-	-			$0.00	$0.00
027	-	-			-	-			$0.00	$0.00
028	-	-			-	-			$0.00	$0.00
029	-	-			-	-			$0.00	$0.00
030	-	-			-	-			$0.00	$0.00
031	-	-			-	-			$0.00	$0.00
032	-	-			-	-			$0.00	$0.00
033	-	-			-	-			$0.00	$0.00
034	-	-			-	-			$0.00	$0.00
035	-	-			-	-			$0.00	$0.00
036	-	-			-	-			$0.00	$0.00
037	-	-			-	-			$0.00	$0.00
038	-	-			-	-			$0.00	$0.00
039	-	-			-	-			$0.00	$0.00
040	-	-			-	-			$0.00	$0.00
041	-	-			-	-			$0.00	$0.00
042	-	-			-	-			$0.00	$0.00
043	-	-			-	-			$0.00	$0.00
044	-	-			-	-			$0.00	$0.00
045	-	-			-	-			$0.00	$0.00
046	-	-			-	-			$0.00	$0.00
047	-	-			-	-			$0.00	$0.00
048	-	-			-	-			$0.00	$0.00
049	-	-			-	-			$0.00	$0.00
050	-	-			-	-			$0.00	$0.00

* Services Location Details attached Charges are Exclusive of Equipment Fees

PAGE 2 SUBTOTAL: $441.28 $0.00

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COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date: 6/3/2026 **MSA ID#:** TX-34649774-KHitc **SO ID#:** TX-34649774-KHitc-30658086 **Account Name:** County of Galveston - SOTX DIR

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)	CKR Number
1	6607 EMMETT F LOWRY E	6607 EMMETT F LOWRY EXP		TEXAS CITY	TX	77591	$0.00	Chris Martinez	(713) 443-0391	chris.martinez@galvestoncountytx.		
2	-											
3	-											
4	-											
5	-											
6	-											
7	-											
8	-											
9	-											
10	-											
11	-											
12	-											
13	-											
14	-											
15	-											
16	-											
17	-											
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22	-											
23	-											
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26	-											
27	-											
28	-											
29	-											
30	-											
31	-											
32	-											
33	-											
34	-											
35	-											
36	-											
37	-											

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*19.

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

Contract Approval Request Form

To Be Completed by Requesting Department (#1-22)

1) **Date of Request:** 6/22/2026
2) **Contract Type:** Other
3) **Renewal Contract:** No
4) **Department Name: Information Technology**
5) **Department Contact: Misty Witmer**
6) **Description: Consideration of approval of Zero Cost Change Order to add and remove interfaces with Motorola submitted by Information Technology.**
7) **Fund Name and Number: County Capital 3100 and ARPA 2901**
8) **Cost Center: 159100**
9) **Ledger Account Summary: Capital Outlays**
10) **Spend Category: Software**
11) **Project Worktag (when applicable): Law Enforcement Records Management Software**

12) **Grant Worktag (when applicable): GR-0000767**
13) **Vendor: Motorola**
14) **Vendor Contract Number: ☐ Yes ☒ No:**

Expenditure Budget/Revenue Projections

15) **Budget Amendment Requested: ☐ Yes ☒ No (if yes, provide BA request details):** Click or tap here to enter text.
16) **Current Year Budgeted: $2,992,219.20**
17) **Current Year Projected: $0.00**
18) **Year 2:**
19) **Year 3:**
20) **Year 4:**
21) **Year 5:**
22) **Totals:**

To Be Completed by Purchasing Department

23) **Contract Start Date:** 12/11/2023
24) **Auto Renewal Contract:** Choose an item.
25) **Bid No: B231018**
26) **Contract End Date:** 12/10/2027

27) Contract # Issued by Purchasing Department: SC-0000352

NOTES: Contract number CM23197 - executed 12/11/2023 - PO-0003041

Approval History

Seq #	Approver	Action	Action Date
1	Lauren Michaels	Approve	6/22/26 2:21 pm
2	Misty Witmer	Approve	6/22/26 3:03 pm
3	Melissa Fleming	Approve	6/23/26 9:20 am
4	Francisco Rodriguez	Approve	6/23/26 6:08 pm
5	Rodolfo Gomez	Escalated	6/24/26 11:31 am
6	Christian Monterrubio	Approve	6/24/26 1:42 pm
7	Diana Huallpa	Approve	6/25/26 8:35 am
8	Sergio Cruz	Approve	6/25/26 10:40 am
9	Veronica Van Horn	Approve	6/25/26 5:32 pm

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MOTOROLA SOLUTIONS

CHANGE ORDER

[Project USTX23D187SW CCO 002]

Change Order Number:	002
Date:	6/16/26
Project Name and Number:	USTX23D187SW Galveston County P1 Suite & JMS
Customer Name:	Galveston County
Customer Project Mgr:	Imtiyaz Moledina

The purpose of this Change Order is to document the parties' agreement to the changes in Project Scope, as further described herein.

Contract Project Identifier (Name or Number): RFP #B231018 **Contract Date:** 12/11/2023

In accordance with the terms and conditions of the contract identified above between Galveston County, Texas and Motorola Solutions, Inc., the following changes are approved:

Contract Price* Adjustments

Original Contract Price:	5,966,316
Previous Change Order amounts for Change Order numbers [00] through [01]:	$ 0
This Change Order:	$ 0
Contract Credit (If Applicable):	$ 0
New Contract Price:	5,966,316

***"Contract Price" does not include taxes.**

Completion Date Adjustments

Original Completion Date:	N/A
Current Completion Date prior to this Change Order:	N/A
New Completion Date:	N/A

Docusign Envelope ID: F586C845-F242-86A1-80E2-4E34A82A0B72

MOTOROLA SOLUTIONS

CHANGE ORDER

[Project USTX23D187SW CCO 002]

Equipment Changes: *(additions, deletions or modifications)* Include attachments if needed.

- N/A no changes

Scope of Work Changes: *(additions, deletions or modifications)* Include attachments if needed.

The parties agree to the following changes to Exhibit 1: System Description - Revised, Table 2-3: System Interfaces, included in Section 2.1.6 (System Interfaces):

Additions:

- The following interfaces are added to the interfaces to be included in the System
  - CorEMR for Flex Jail - QTY 1 (Production and DR)
  - Canteen Commissary for Flex Jail - QTY 1 (Production and DR)
  - CAD Correlation (Watchguard Tagging) - QTY 1 (Production and DR)
  - Incode for PremierOne Records- QTY 1 (Production and DR)
  - Odyssey Arrest Interface for Flex Jail Enhancement
    (Addition of a checkbox to meet a workflow request)

Deletions:

- The following interfaces are deleted from the interfaces to be included in the System:
  - External Query - QTY 1
  - Leads Online - QTY 1
  - Guard1 for Flex Jail - QTY 1

The parties agree to increase the number of configurations available in Exhibit 2: Statement of Work - Revised, Section 4.11.2 (Country-Specific Module Discovery) from 500 configurations total to include 200 additional PremierOne RMS A.C.T. Configurations, for an amount not to exceed 700 configurations total.

SUA/Support Service Changes: *(additions, deletions or modifications)* Include attachments if needed. Must be completed by Project CSM.

- N/A no changes

Schedule Changes: *(describe change or N/A)*

The parties acknowledge that the changes outlined in this Change Order #002 may impact the Project Schedule. The parties agree to regularly monitor impacts to the Project Schedule and to make reasonable efforts to reduce the overall impact to the project completion date.

Contract Price Changes: *(describe change or N/A)*

The parties agree to the following **Contract Price Changes**:

Docusign Envelope ID: F586C845-F242-86A1-80E2-4E34A82A0B72

Additions	
Contract Section 4.15 Interfaces and Integration: • CorEMR for Flex Jail • Canteen Commissary for Flex Jail • Canteen Commissary Licensing from Accelerant Group • CAD Correlation - Watchguard Tagging • Incode Interface for PremierOne Records • Odyssey Arrest Interface for Flex Jail Enhancement (Addition of a checkbox to meet a workflow request) Contract Section 4.11.2 County-Specific Module discovery: • 200 Extra RMS A.C.T. Configurations	 • $0 • $4,176 • $10,000 • $0 • $17,165 • $0 • $13,202
Contract Section 4.15 Interfaces and Integration Maintenance Summary Pricing • CorEMR for Flex Jail - 5 years • Canteen Commissary for Flex Jail - 5 years • CAD Correlation - Watchguard Tagging - 5 years • Incode Interface for PremierOne Records - 5 years	 • $0 • $1,847 • $0 • $16,578
Summary of Additions	
Contract Section 4.15 TOTAL	$44,543
Contract Section 4.15 Maintenance Summary Pricing TOTAL	$18,425
Additions TOTAL	**$62,968**
Deletions	
Contract Section 4.15 Interfaces and Integration: • External Query • Leads Online • Incode Interface for PremierOne Records Discount • Guard1 Interface for Flex Jail Contract section 4.11.2 County-Specific Module discovery: • 200 Extra RMS A.C.T. Configurations (MSI Discount)	 • -$25,552 • -$0 • -$7,636 • -$0 • -$13,202
Contract Section 4.15 Interfaces and Integration Maintenance Summary Pricing: • External Query - 5 Years • Leads Online - 5 Years • Guard1 Interface for Flex Jail - 5 Years	 • -$16,578 • -$0 • -$0

Docusign Envelope ID: F586C845-F242-86A1-80E2-4E34A82A0B72

Summary of Deletions	
Contract Section 4.15 Pricing TOTAL	-$46,390
Contract Section 4.15 Maintenance Summary Pricing TOTAL	-$16,578
Deletions TOTAL	**-$62,968**
Additions TOTAL	**$62,968**
Deletions TOTAL	**-$62,968**
Net Change Order TOTAL	**$0**

Customer Responsibilities: *(describe change or N/A)*

N/A no changes

Payment Schedule for this Change Order:
(Describe new payment terms applicable to this change order)

N/A

Purchase Order Requirements for this Change Order (select only one).

- ☐ A Purchase Order is required - included with this change order and is attached.
- ☐ No Purchase Order is required - Customer affirms that this change order document is the only notice to proceed required, that funding has been encumbered for this change order in its entirety, and that no further purchase orders will be issued against this change order,
- ☑ No Purchase Order required - this is a $0 Change Order, or a decrease in scope.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

Docusign Envelope ID: F586C845-F242-86A1-80E2-4E34A82A0B72

MOTOROLA SOLUTIONS

CHANGE ORDER

[Project USTX23D187SW CCO 002]

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola Solutions, Inc.		**Customer**	
By:	LB	By:	
Printed Name:	Lori Bryson	Printed Name:	
Title:	Regional Service Manager	Title:	
Date:	June 16, 2026	Date:	

Reviewed by: Travis Dillingham Date: 6/12/26
Motorola Solutions Project Manager

Table A: Contract Price Adjustment History Summary

	Change Order Net Change of Contract Value	Contract Value	Change Order Credit Contract Net Change	Total Contract Credit	CO Status
Original Contract		$5,966,316	$0	$0	N/A
CCO 001	$ 0	$5,966,316	$0	$0	Approved
CCO 002	$ 0	$5,966,316	$0	$0	This Change Order

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*20.

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

Contract Approval Request Form

To Be Completed by Requesting Department (#1-22)

1) **Date of Request:** 6/22/2026
2) **Contract Type:** Revenue
3) **Renewal Contract:** No
4) **Department Name: Information Technology**
5) **Department Contact: Misty Witmer**
6) **Description (language as it will appear on agenda): Consideration of approval of Interlocal Cooperative Agreement for Galveston County Public Safety Consortium On-Premise and Cloud-Based Motorola PremierOne CAD/RMS system with the City of Galveston submitted by Information Technology**
7) **Fund Name and Number: Revenue**
8) **Cost Center: 159100**
9) **Ledger Account Summary: N/A**
10) **Spend Category: N/A**
11) **Project Worktag (when applicable):**
12) **Grant Worktag (when applicable):**
13) **Vendor: City of Galveston**
14) **Vendor Contract Number: ☐ Yes ☒ No:** Click or tap here to enter text.

Expenditure Budget/Revenue Projections

15) **Budget Amendment Requested: ☐ Yes ☒ No (if yes, provide BA request details):** Click or tap here to enter text.
16) **Current Year Budgeted:**
17) **Current Year Projected: $289,014.00**
18) **Year 2: $106,320.50**
19) **Year 3: $106,320.50**
20) **Year 4: $106,320.50**
21) **Year 5: $106,320.50**
22) **Totals:**

To Be Completed by Purchasing Department

23) **Contract Start Date:** 3/1/2026
24) **Auto Renewal Contract:** Yes
25) **Bid No: N/A**

26) Contract End Date: 2/28/2027

27) Contract # Issued by Purchasing Department: SC-0001087

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Lauren Michaels	Approve	6/22/26 2:33 pm
2	Misty Witmer	Approve	6/22/26 3:03 pm
3	Melissa Fleming	Approve	6/23/26 4:42 pm
4	Francisco Rodriguez	Approve	6/23/26 6:07 pm
5	Rodolfo Gomez	Escalated	6/24/26 11:31 am
6	Christian Monterrubio	Approve	6/24/26 1:43 pm
7	Diana Huallpa	Approve	6/25/26 8:41 am
8	Sergio Cruz	Approve	6/25/26 10:43 am
9	Veronica Van Horn	Approve	6/25/26 5:29 pm

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RESOLUTION NO. 26 -024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS, APPROVING AN INTERLOCAL AGREEMENT WITH GALVESTON COUNTY TO PARTICIPATE IN THE GALVESTON COUNTY PUBLIC SAFETY CONSORTIUM; AUTHORIZING THE CITY MANAGER TO SIGN THE INTERLOCAL AGREEMENT; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), the City is authorized to contract with eligible entities to perform government functions and services; and

WHEREAS, the City wishes to participate in the Galveston County Public Safety Consortium and utilize the Motorola PremierOne Computer-Aided Dispatch (CAD) and Records Management System (RMS) hosted on infrastructure owned and administered by Galveston County; and

WHEREAS, participation in the consortium will provide the City with access to a modern, county-wide CAD/RMS platform that supports coordinated law enforcement operation and standardized records management across participating agencies; and

WHEREAS, this agreement enhances regional public safety coordination, improves operational efficiency, and ensures compliance with applicable security requirements; and

WHEREAS, the City Council of the City of Galveston, Texas, deems it in the public interest that the City of Galveston enter into the proposed Interlocal Agreement with Galveston County.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:

SECTION 1. The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The City Council of the City of Galveston hereby approves entering into the proposed Interlocal Agreement with Galveston County to participate in the Galveston County Public Safety Consortium.

SECTION 3. The City Council of the City of Galveston authorizes the City Manager to execute the proposed Interlocal Agreement in substantially the same form as provided herein.

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SECTION 4. The Interlocal Agreement may be renewed in accordance with the terms of the agreement, however no more than five years shall occur from passing of this original agreement without review by the city.

SECTION 5. This Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM:

Signed by:
Donna Fairweather for
6A59EBFC33E64A0...
XOCHITL VANDIVER-GASKIN
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its Regular meeting held on May 28, 2026, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this 29th day of May 2026.

DS

Signed by:
Janelle Williams
F12776E17F29488...
Secretary for the City Council
of the City of Galveston

Docusign Envelope ID: EB47D0BF-8B41-871C-8259-763B95788696

INTERLOCAL COOPERATION AGREEMENT

FOR PARTICIPATION IN THE GALVESTON COUNTY PUBLIC SAFETY CONSORTIUM
ON-PREMISE AND CLOUD-BASED MOTOROLA PREMIERONE CAD/RMS SYSTEM

ARTICLE I – PARTIES AND AUTHORITY

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

ARTICLE II – PURPOSE

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

ARTICLE III – TERM

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

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

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

ARTICLE IV – GOVERNANCE

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

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

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

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

ARTICLE V – HOST AGENCY RESPONSIBILITIES

The Host Agency shall:

1. Provide hosting, system administration, and infrastructure support for the PremierOne CAD/RMS system, whether on-premise, cloud-based, or hybrid, as applicable.

2. Maintain the on-premise servers, storage, networking, and security architecture supporting the system, and coordinate with Motorola Solutions, Inc. for any cloud-based system components.

3. Provide and manage a virtual private network (VPN) service for Hostee Agencies, unless the Hostee Agency has entered into a domain trust agreement with Galveston County.

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a. Agencies entering into a domain trust agreement must meet all Galveston County security protocols and provide their own VPN solution for their devices.

4. Coordinate upgrades, patches, and vendor support with Motorola Solutions, Inc., covering both on-premise and cloud-based modules.

5. Maintain and monitor all system interface connections between the PremierOne CAD/RMS system and other authorized applications, databases, or systems used by the Consortium.

6. The Host Agency shall maintain all required CJIS documentation related to hosting, system administration, vendors, and contracted support entities. The Host Agency shall ensure that any vendors with access to Criminal Justice Information (CJI) meet all CJIS and TLETS requirements, including maintaining current CJIS Security Addenda.

7. The Host Agency shall ensure interface stability, coordinate with third-party vendors as needed, and notify Hostee Agencies of outages or required updates.

8. Motorola costs associated with agency-specific interface development or maintenance will be billed by Galveston County to the requesting agency in accordance with Article VIII (Costs and Payment).

9. Provide cost estimates for labor-intensive customization requests submitted under Article X, including those requiring coordination with Motorola. Galveston County may recover reasonable staff time associated with vendor coordination, interface troubleshooting, or agency-specific support.

10. Use commercially reasonable efforts to maintain system availability but does not guarantee uninterrupted service. Galveston County shall not be liable for service interruptions or performance issues caused by Motorola Solutions, Inc. or any third-party provider.

11. Maintain system audit logs in accordance with CJIS Security Policy and make them available for inspection as required.

ARTICLE VI – HOSTEE AGENCY RESPONSIBILITIES

The Hostee Agency shall:

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

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

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

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

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

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

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

- Enrolled in and managed through a Mobile Device Management (MDM) application (either the Hostee Agency's MDM or Galveston County's MDM, subject to approval), and

- Configured to route system traffic exclusively through the required VPN connection or, if under a domain trust agreement, through encryption and VPN solutions meeting CJIS Security Policy requirements.

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

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

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

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

2. Agency Data may be accessed by other authorized consortium participants solely for legitimate public safety purposes, including dispatching, incident response, investigations, and reporting.

3. All data sharing must conform to the CJIS Security Policy, TCIC/TLETS regulations, and other applicable state and federal laws.

4. No Party shall disseminate another Party's Agency Data outside the system except:

    a. As required by law;

    b. Pursuant to court order; or

    c. With prior written consent of the owning Party.

    d. Each Party is solely responsible for responding to Public Information Act requests for its own Agency Data.

5. Both Galveston County and Hostee Agencies shall comply with the Texas Local Government Code, Chapter 203, the CJIS Security Policy, TLETS/TCIC and any applicable court orders of expunction.

6. Any Hostee Agency requesting record removal or deletion must submit a written request with supporting documentation, i.e., certified court orders to Galveston County, which will be reviewed by Galveston County Legal as necessary.

7. Upon termination of this Agreement, the Hostee Agency shall retain rights to its Agency Data. For one year after termination, Galveston County shall provide, upon written request, a copy of such data in a mutually agreed format and, upon written request, shall disable access by other consortium members.

8. Data extraction and conversion requests may be subject to reasonable cost recovery for staff time, media, and formatting.

ARTICLE VIII – SECURITY AND AUDIT REQUIREMENTS

1. All Parties must adhere to CJIS Security Policy controls regarding logical access, physical access, personnel, and encryption.

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2. Hostee Agency facilities where CAD/RMS terminals or servers are housed must comply with CJIS physical security requirements.

3. All Hostee Agency personnel with access to criminal justice information must maintain current CJIS and TLETS certifications and cooperate with all audits conducted by Galveston County, DPS or FBI; failure to cooperate with audits constitutes a material breach of this agreement.

4. Failure to remedy audit findings within timelines set by DPS, FBI, or Galveston County shall constitute a material breach of this Agreement. Hostee Agency to remediate findings at its own cost.

5. County reserves the right to suspend access immediately for critical security violations.

6. Each Party shall promptly provide documentation necessary to support CJIS, TLETS, DPS, or FBI audits upon request from Galveston County or an authorized auditing authority.

ARTICLE IX – COSTS AND PAYMENT

1. **Cost Allocation.** Hostee Agency shall pay its share of the costs associated with the PremierOne CAD/RMS system based on the number of devices on which the CAD and RMS applications are installed for that agency's use, any Motorola or Galveston County integration connection costs, plus a ten percent (10%) administrative fee to cover consortium governance, overhead, and administrative costs incurred by Galveston County.

    a. Motorola costs associated with agency-specific application integrations shall also be billed by Galveston County to the requesting agency.

    b. The Hostee Agency shall be responsible for paying any fees or costs charged by application vendors for such integrations.

2. **Annual Contribution Schedule.** Galveston County shall prepare and distribute to all consortium members, no later than March 1 of each year, an annual cost schedule ("Exhibit A") showing each Hostee Agency's allocation for the upcoming fiscal year.

    a. Galveston County shall maintain a detailed accounting of consortium costs and make such records available to Hostee Agencies upon reasonable request.

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3. **Payment Terms.** Hostee Agency shall remit its full annual cost allocation to Galveston County in a single payment, due in the first quarter of the fiscal year (beginning October 1), unless otherwise agreed in writing.

4. **Pro-Rata Adjustments.** If Hostee Agency adds additional devices during the fiscal year, Galveston County shall calculate a pro-rated cost for the remaining quarters of the year. Such pro-rated costs shall be invoiced quarterly and due within thirty (30) days of invoice. The ten percent (10%) administrative fee shall apply to both the annual allocation and any pro-rated additions.

5. **Non-Payment.** Failure to pay the allocated costs within the time required shall constitute a material breach of this Agreement and may result in suspension or termination of Hostee Agency's access to the CAD/RMS system pursuant to Article XI (Termination). In addition, Galveston County will have explicit authority to **suspend access immediately** if non-payment creates a CJIS or operational risk.

ARTICLE X – OPERATING RULES AND CUSTOMIZATION

1. All Hostee Agencies agree to follow consortium-wide protocols established by Galveston County to maintain system integrity and security.

2. Local customization may occur provided it does not impair system functionality or security.

3. Requests for CAD or RMS customization submitted within six (6) months of implementation and to be made by Galveston County personnel will be reviewed, and if approved, will be provided at no cost.

    a. Any costs by Motorola or vendors associated with application integration will be the sole responsibility of the requesting agency.

4. After six (6) months, requests will be reviewed for complexity and resource requirements, and Galveston County may provide a written cost estimate for labor-intensive changes.
5. Customizations must not degrade system performance, and Galveston County may reject requests for any reason.

ARTICLE XI – TERMINATION

1. Either Party may voluntarily withdraw with ninety (90) days' advance written notice. The withdrawing agency shall have one (1) year from the withdrawal date to copy, but not delete, its Agency Data.

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2. Either Party may terminate immediately for material breach, including non-compliance with CJIS or TCIC/TLETS requirements.

3. Galveston County may expel a Hostee Agency upon ninety (90) days' written notice for repeated or unremedied material breaches, including non-payment or security violations.

4. Galveston County will immediately terminate a Hostee Agency for severe security breaches.

5. Upon termination, Hostee Agency's access shall be disabled, and Agency Data returned as described in Article VII.

6. Following termination, Galveston County shall retain Agency Data backups for a minimum of one (1) year for legal and audit purposes, after which such backups may be securely destroyed in accordance with CJIS Security Policy and Texas records retention statutes.

ARTICLE XII – DISPUTE RESOLUTION

1. Disputes not resolved at the staff level shall be submitted to the Galveston County Department of Enterprise Services PremierOne Program Manager.

2. If unresolved, disputes shall be escalated to the Chief Information Officer of Galveston County.

3. If still unresolved, the dispute shall be submitted to non-binding mediation in Galveston County, Texas, before either Party may pursue judicial remedies. Mediation costs will be shared equally.

4. The Parties agree that mediation is a condition precedent to filing any legal action relating to this Agreement.

ARTICLE XIII – GENERAL PROVISIONS

1. Non-Assignment. No Party may assign this Agreement without prior written consent.

2. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

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3. Sovereign Immunity. Nothing herein waives any Party's sovereign or governmental immunity.

4. Force Majeure. Neither Party shall be liable for delays or failures in performance caused by acts of God, natural disasters, cyber incidents, labor disputes, or other events beyond their reasonable control.

5. Entire Agreement. This document constitutes the full agreement.

6. Amendments and Addenda. Any modifications to this Agreement, including adjustments to cost allocations, shall be set forth in a written addendum approved and executed by Galveston County and the Hostee Agency. Such addenda shall be deemed incorporated into this Agreement upon full execution.

7. Venue and Governing Law. This Agreement shall be governed by and construed under the laws of the State of Texas, with venue proper in Galveston County, Texas.

8. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be deemed modified to the minimum extent necessary to make it enforceable while preserving, to the fullest extent possible, the original intent of the Parties.

9. Survival. The Parties agree that the following obligations shall survive termination or expiration of this Agreement for any reason:

    - all duties relating to the handling, protection, retention, return, and destruction of Agency Data;
    - all confidentiality, cybersecurity, and CJIS/TLETS compliance obligations;
    - all audit-related duties, including cooperation with DPS, FBI, or Galveston County audits initiated prior to or arising from events occurring during the term of this Agreement;

NOTICE

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

1. **Personal delivery**, effective upon receipt;
2. **Certified mail, return receipt requested**, postage prepaid, effective on the date of delivery as shown on the return receipt;
3. **Nationally recognized overnight courier**, effective on the date the courier confirms delivery; or

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4. **Email**, provided it is sent to the official email address designated below.

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

For Galveston County: Galveston County Judge 722 Moody Avenue (21st Street) Galveston, Texas 77550 Email: [insert official county notice email]

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

For Hostee Agency: [Insert Agency Head Name and Title] [Insert Agency Address] [Insert City, State, ZIP] Email: [Insert official notice email]

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

ARTICLE XIV – DATA SHARING AGREEMENT WITH MOTOROLA

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

Each Hostee Agency shall provide Galveston County with documentation of its executed agreement within thirty (30) days of execution. This agreement shall govern Motorola's role as a service provider with access to criminal justice information and ensure compliance with CJIS requirements.
Failure by a Hostee Agency to maintain an active CJIS Security Addendum or data sharing agreement with Motorola shall constitute a material breach of this Agreement and may result in suspension or termination pursuant to Article XI.

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

GALVESTON COUNTY, TEXAS

By: _____

Name: _____

Docusign Envelope ID: EB47D0BF-8B41-871C-8259-763B95788696

Title: _____

Date: _____

CITY OF GALVESTON, TEXAS

Signed by:
By: Daniel J. Buckley
88F9068399D042A...

Name: Daniel J. Buckely

Title: Deputy City Manager

Date: May 29, 2026

DS

ATTEST:
Signed by:
Janelle Williams
F12776E17F29488...
CITY SECRETARY

APPROVED AS TO FORM:
Signed by:
Donna Fairweather for
6A59EBFC33E64A0...
CITY ATTORNEY'S OFFICE

Docusign Envelope ID: EB47D0BF-8B41-871C-8259-763B95788696

ADDENDUM A

LICENSE FEE SCHEDULE

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

(MOTOROLA PREMIERONE CAD/RMS SYSTEM)

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

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

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

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

Description	Quantity	Unit Cost	Total Cost
CAD Licenses	8	$14,000.00	$112,000.00
RMS Licenses	160	$382.00	$61,120.00
Mobile CAD	70	$665.00	$46,550.00
Firehouse Integration	1	$16,137.00	$16,137.00
Citation Interface	1	$26,933.00	$26,933.00
Administrative Fee	10%		$26,274.00
Total			**$289,014.00**

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

II. ANNUAL MAINTENANCE FEES (Years Two Through Five)

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

Description	Quantity	Unit Cost	Total Cost
CAD Licenses	8	$2,000.00	$16,000.00
RMS Licenses	160	$155.00	$24,800.00
Mobile CAD	70	$410.00	$28,700.00
Firehouse Integration	1	$13,578.00	$13,578.00
Citation Interface	1	$13,577.00	$13,577.00

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Administrative Fee	10%	$9,665.50
Total		**$106,320.50**

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

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

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*21.

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

Consideration for authorization to extend the contracts for ITB 25-062 Hot Mix Asphalt submitted by the Purchasing Agent

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	6/25/26 4:45 pm

THE COUNTY OF GALVESTON

FRANK RODRIGUEZ
PURCHASING AGENT

ASHLEY CLARK
ASST. PURCHASING AGENT

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

July 6, 2026

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

Re: ITB 25-062, Hot Mix Asphalt
Contract #233430

Gentlemen,

The contracts associated with ITB 25-062 Hot Mix Asphalt is scheduled for their first extensions on November 1, 2026. The contracted vendors for this service are Texas Materials Group dba Gulf Coast and G&S Asphalt Inc. dba American Materials, Inc.

No amendments to the contracts have been requested at this time.

It is requested that the extensions be authorized.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Ashley Clark

Ashley Clark
Assistant Purchasing Agent
County of Galveston

Dickey, Tammy

From: Wallace, Tiffany
Sent: Thursday, June 11, 2026 11:37 AM
To: Benitez Perez, Elmi
Cc: Fleming, Melissa
Subject: Re: 25-062 - Hot Mix Asphalt - Renewal

Follow Up Flag: Follow up
Flag Status: Completed

Yes, ma'am. Thank you

Thanks,
Tiffany Wallace
Finance & Administration Manager
5115 Hwy 3 Dickinson, TX 77539
281-309-5025
Tiffany.wallace@co.galveston.tx.us
County of Galveston

From: Benitez Perez, Elmi <Elmi.Perez@galvestoncountytx.gov>
Sent: Thursday, June 11, 2026 11:20 AM
To: Wallace, Tiffany <Tiffany.Wallace@co.galveston.tx.us>
Cc: Fleming, Melissa <Melissa.Fleming@galvestoncountytx.gov>
Subject: 25-062 - Hot Mix Asphalt - Renewal

Good morning Tiffany,

I wanted to let you know that the contract for Hot Mix Asphalt (Bid #25-062) (233430) with G&S Asphalt, Inc. and Texas Materials Group, Inc. is approaching its first renewal term on 10/31/26.

Would you like to offer the vendors the renewal?

Thank you,

PURCHASING DEPARTMENT
THE STATE OF TEXAS COUNTY OF GALVESTON
Elmi Perez
Procurement Specialist II
722 Moody, 5th floor, Galveston, TX 77550
Main:409/770-5378
Elmi.Perez@galvestoncountytx.gov
Galvestoncountytx.gov
Ensuring Fair Access, Real Value, and Local Impact in County Purchasing

THE COUNTY OF GALVESTON

FRANK RODRIGUEZ
PURCHASING AGENT

ASHLEY CLARK
ASST. PURCHASING AGENT

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

Friday, June 12, 2026

G&S ASPHALT INC dba AMERICAN MATERIALS INC
10126 CASH RD
STAFFORD, TX 77497

Sent via email to: casp@americanmaterials.net

Subject: Award Term Notice of Renewal
RE: Contract # 233430/ Bid # 25-062
Hot Mix Asphalt

Dear Ms. Asp,

Pursuant to **Contract No. 233430, Section 6 – Initial Term and Options to Renew**, this letter serves as your official **Notice of Renewal**. The County of Galveston hereby confirms that your agreement has been automatically renewed for one (1) successive one-year term under the same terms, conditions, and pricing provisions.

The revised contract expiration date is now **October 31, 2027.**

Should you have any questions or require clarification regarding this renewal, please contact **Ms. Elmi Perez** at Elmi.Perez@galvestoncountytx.gov.

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

With best regards,

Francisco Rodriguez
Purchasing Agent
County of Galveston

G&S Asphalt Inc dba American Materials Inc acknowledges receipt of the above-referenced Renewal under the same terms and conditions.

Signature of Authorized Officer or Agent

Vice President
Title

Brian Asp
Name

06/18/2026
Date

THE COUNTY OF GALVESTON

FRANK RODRIGUEZ
PURCHASING AGENT

ASHLEY CLARK
ASST. PURCHASING AGENT

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

Friday, June 12, 2026

TEXAS MATERIALS GROUP INC dba GULF COAST
1320 ARROW POINT DR STE 600
CEDAR PARK, TX 78613

Sent via email to: cestes@texasmaterials.com

Subject: Award Term Notice of Renewal
RE: Contract # 233430/ Bid # 25-062
Hot Mix Asphalt

Dear Ms. Estes,

Pursuant to **Contract No. 233430, Section 6 – Initial Term and Options to Renew**, this letter serves as your official **Notice of Renewal**. The County of Galveston hereby confirms that your agreement has been automatically renewed for one (1) successive one-year term under the same terms, conditions, and pricing provisions.

The revised contract expiration date is now **October 31, 2027.**

Should you have any questions or require clarification regarding this renewal, please contact **Ms. Elmi Perez** at Elmi.Perez@galvestoncountytx.gov.

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

With best regards,

Francisco Rodriguez
Purchasing Agent
County of Galveston

Texas Materials Group Inc dba Gulf Coast acknowledges receipt of the above-referenced Renewal under the same terms and conditions.

Signature of Authorized Officer or Agent

Key Account Manager
Title

Phillip King
Name

06/16/2026
Date

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*22.

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

Consideration of authorizing a discretionary exemption for the Sheriff's Department for a purchase from Loadometer Corporation under Local Government Code Section 262.024 (a)(7)(A) for an item that can be obtained from only one source, submitted by the Purchasing Agent

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	6/26/26 10:38 am

THE COUNTY OF GALVESTON

FRANK RODRIGUEZ
PURCHASING AGENT

ASHLEY CLARK
ASST. PURCHASING AGENT

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

July 6, 2026

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

Re: Request for Sole Source Exemption — Purchasing Department

Gentlemen,

The Purchasing Department respectfully requests that the Commissioners' Court approve a sole source exemption pursuant to Texas Local Government Code §262.024(a)(7)(A), which permits the exemption from competitive bidding for items available from only one source due to the existence of patents, copyrights, secret processes, or monopolies.

This exemption is requested for the following purchase:

- **Haenni WL101 Wheel Load Scale** — LOAD-O-METER CORPORATION

Your favorable consideration of this request is appreciated.

Respectfully submitted,

Frank Rodriguez
Purchasing Agent
Galveston County

TELEPHONE: 410-420-7535
TOLL FREE: 800-753-6696
TELEFAX: 410-420-7537

E-MAIL: JBARNES@LOADOMETER.COM
HTTPS://WWW.LOADOMETER.COM

LOADOMETER

CORPORATION
PORTABLE WEIGHING DEVICES
9540 DEERECO ROAD
TIMONIUM, MD 21093

June 17, 2026

Deputy Matthew Macik
Galveston County Sheriff

Dear Deputy Macik,

Loadometer Corporation herein affirms that it is now and has been Haenni & Cie.AG's sole source in the United States since 1979 for the sale, parts and service of their Wheel Load Weighing devices. It is expected that this relationship will continue for an indefinite time period. If this relationship should dissolve or change, you will be notified in writing immediately.

We also herein affirm the Haenni WL101 wheel load weigher is the only hydraulic/analog low profile wheel load weigher in production in the world. It is protected under United States Patent #4,673,049.

Loadometer Corporation herein quotes a firm price of $5,995.00 each for the Haenni WL101 Wheel Load Weigher in quantities of 01-19 units. There is no charge for delivery and the scales are offered with the standard 3-year warranty. Delivery is typically from stock to 30 days ARO. Our terms are Net 30 Days. This price does not include any local sales/use taxes if applicable. Due to current possible pending tariff's, this quote is valid on current in stock inventory only. The total for 4 scales would be $23,980.00.

, If I may be of more service or provide additional information, please do not hesitate to contact me at 1-800-753-6696.

Sincerely,

Jeff Barnes

"WEIGH THE LOADS AND SAVE THE ROADS"

TELEPHONE: 410-420-7535
TOLL FREE: 800-753-6696
TELEFAX: 410-420-7537

E-MAIL: JBARNES@LOADOMETER.COM
HTTPS://WWW.LOADOMETER.COM

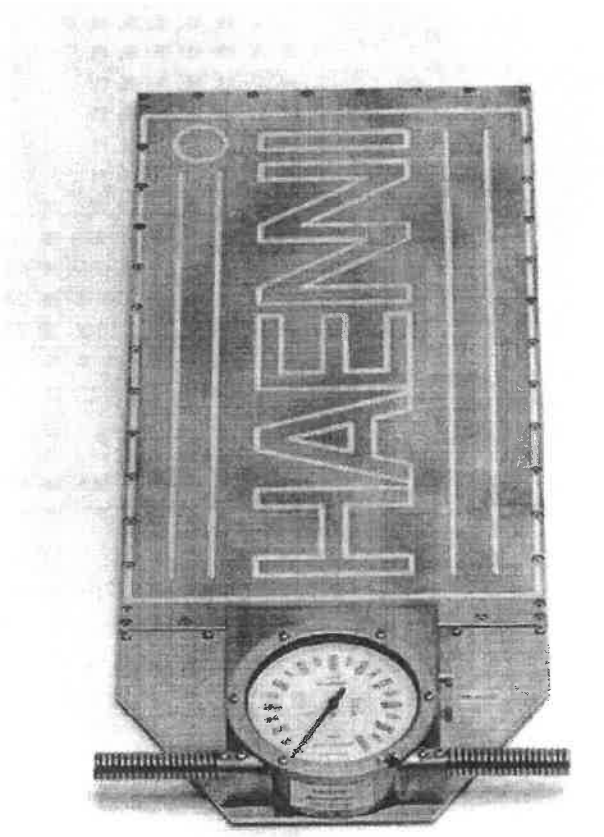
LOADOMETER

CORPORATION
PORTABLE WEIGHING DEVICES
9540 DEERECO ROAD
TIMONIUM, MD 21093

Vice President

Wheel Load Scale WL 101

Application	Measurement of wheel and axle loads of vehicles with pneumatic tires
Ranges	0...20 000 lb
Temperature range	0...120 °F
Accuracy	NIST H 44
Materials	Corrosion resistant aluminium-alloys and stainless steel
Type of protection	Watertight IP 65 (IEC 144)
Dial	white, black markings, according to NIST H 44
Lens	Acrylic glass (perspex), unbreakable
Weight	35 lbs
Platform height	0.67 in



Loadometer Corporation
111 Industry Lane
Forest Hill, Maryland 21050
(410) 420-7535
1-800-753-6696
FAX (410) 420-7537
E-MAIL: gmuhler@loadometer.com
http://www.loadometer.com

Operation

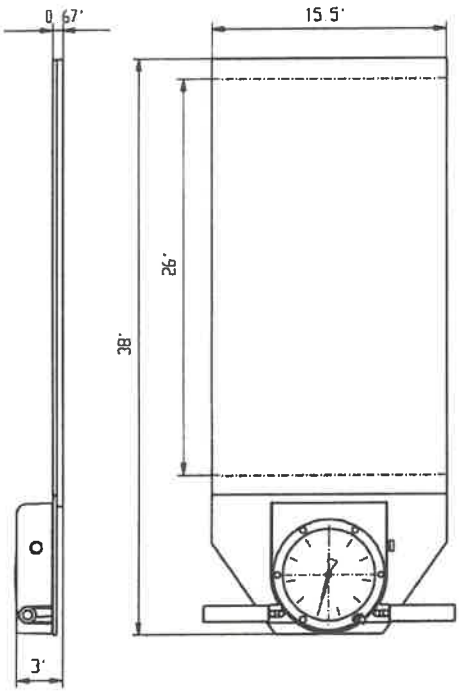
Because of its lightweight the wheel load scale WL101 is easy to transport and can be used at any time without the need of ramps.
For efficient measurements it is recommended to work with at least two units.
Measurements should be made on firm and level ground.
The scale is placed close to in front of the wheel to be tested and the vehicle is driven onto the platform.
The wheel load is indicated directly on the dial of the instrument.

Official Test

In most countries official test laboratories approve the wheel load scale WL 101.

Wheel Load Scale WL 101

Dimensions



Construction and Function

The wheel load scale comprises of a flat weighing platform with a laterally mounted indicating instrument.
The weighing platform is equipped with a measuring element in the form of a grid of flat oval tubes, mounted between the massive ground plate and the top plate. All tubes are connected together and to a sensing element located in the indicating instrument. The whole system is filled with a non-freezing liquid and is hermetically sealed. The elastic tubes are compressed when the platform is loaded. A part of the liquid is expelled from the measuring element and produces a deflection of the bellow in the indicating instrument, which is proportional to the applied load. A system of levers, connecting members and a gear movement is converting the deflection into a angle of the pointer, so that the load can be read directly on the dial.
Additionally a temperature measuring system is located in the platform to compensate for all unfavourable temperature influences.
An adjustment device located at the right side of the indicating instrument ensures an exact zero setting of the pointer before any measurement.
The absence of any moving part in the platform and the use of high strength and corrosion resistant materials guarantee both great reliability and a long lifetime. Periodic service and maintenance is not required.
The construction of the platform is specially designed for measuring the weight of vehicles with air filled tires. Hard rubber tires and rigid items as containers and so on, are not suitable because the load will be distributed on a too small surface. In these cases a measurement is possible by using a specially designed HAENNI load distribution pad. Such a pad is also needed for checking the accuracy on a test machine.

Technical Data

Execution		NIST 1)	
Standard		NIST H 44 Class 4	
Range		0...20 000 lb	
Division		50 lb	
Accuracy	at first calibration	±50 lb	(up to 2500 lb)
		±100 lb	(2500...10 000 lb)
		±150 lb	(10 000..20 000 lb)
	in operation	±100 lb	(up to 2500 lb)
		±200 lb	(2500...10 000 lb)
		±300 lb	(10 000..20 000 lb)
Loading limit		22 000 lb	
Permissible load per area		170 lb/in^2	
Loading limit per area		340 lb/in^2	
Temperature range	in operation	0 °F .... 120 °F	
	storage	-20 °F .... 140 °F	
Type of protection (IEC 144)		IP 65	
Operating site		Firm and level ground, max. 10 mm bend through, max. 5% slope (≈3°)	
Dimensions	platform height	0.67 in	
	active surface	26 x 15 in	(170 lb /in^2) 2)
		26 x 15.5 in	(80 lb / in^2) 2)
	overall size	approx. 38 x 3 x 15.5 in	

1) NIST is the abbreviation for National Institute of Standards and Technology (USA)
2) In practical operation the complete surface may be used, because the ground pressure in the marginal area of the tyre foot print does not exceed 6 kg/cm^2

TELEPHONE: 410-420-7535
TOLL FREE: 1-800-753-6696

TELEFAX: 410-420-7537
E-MAIL: Jbarnes @loadometer.com
HTTP://www.loadometer.com

LOADOMETER
CORPORATION
PORTABLE WEIGHING DEVICES
9540 DEERCO ROAD
TIMONIUM, MD 21093

WL101 WARRANTY

Haenni-Loadometer WL101 Wheel Load Weighers are warranted by Loadometer Corporation for a period of three (3) years from the date of delivery to be free from any defects which would impair their performance when properly handled in a normal manner for the ordinary purposes for which they are intended. Any WL101 Wheel Load Weigher which does not comply with this warranty will be either repaired or replaced, at the discretion of Loadometer Corporation, if it is returned by the purchaser within the three (3) year period of this warranty. Surface freight charges will be paid by Loadometer Corporation within the three (3) year warranty period. Import duty and brokerage fees will also be paid by Loadometer Corporation within the three (3) year warranty period. **SELLER MAKES NO OTHER WARRANTY OF ANY KIND EXPRESS OR IMPLIED.**

ORDER GRANTING DISCRETIONARY EXEMPTIONS

On this, the 6th day of July 2026, the **Commissioners' Court of Galveston County, Texas,** convened in a regularly scheduled meeting with the following members thereof present:

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

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

WHEREAS, Section 262.024, Local Government Code, allows a contract for the purchase of items and an exemption from the requirement established by Section 262.023 if the commissioners court, by order, grants the exemption; and

WHEREAS, the Commissioners Court of Galveston County, Texas, wishes to authorize a discretionary exemption under Local Government Code Section 262.024 (a)(7)(A) for an item that can be obtained from only one source. Loadometer Corporation, Inc. is the sole supplier to Haenni & Cie.AG for sale, parts and service of their Wheel Load Weighing devices.

NOW, THEREFORE, IT IS HEREBY ORDERED BY THE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS THAT:

1. The Commissioners Court of Galveston County, Texas approves and authorizes a discretionary exemption under Local Government Code Section 262.024 (a)(7)(A) for an item that can be obtained from only one source; and

2. A copy of this Order shall be maintained in the Purchasing Department.

Upon Motion Duly Made and Seconded, the above **Order** was passed on this 6th day of July 2026.

Attest:

Dwight D. Sullivan, County Clerk

County of Galveston, Texas
By:

Mark A. Henry, County Judge

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

Hank Dugie, Comm., Pct. #3

Joe Giusti, Comm., Pct. #2

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

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*23.

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

Consideration of authorizing a discretionary exemption for the purchase of an Uninterruptible Power Supply (UPS) from Pinnacle Power Solutions, Inc. under Local Government Code Section 262.024 (a)(2) for an item to preserve or protect the public health or safety of the residents of the county, submitted by the Purchasing Agent

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	6/26/26 10:42 am
2	Dianna Martinez	Approve	6/26/26 5:11 pm

THE COUNTY OF GALVESTON

FRANK RODRIGUEZ
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor, Purchasing
GALVESTON, TEXAS 77550
(409) 770-5371

ASHLEY CLARK
ASST. PURCHASING AGENT

August 29, 2025

Honorable County Judge
Honorable County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

RE: Consideration of Discretionary Exemption – Uninterruptible Power Supply (UPS)

Gentlemen-

It is requested that the Commissioners' Court grant an exemption as referenced in Local Government Code section 262.024 (a)(2), Discretionary Exemptions, an item necessary to preserve or protect the public health or safety of the residents of the county, to purchase the following: Uninterruptible Power Supply (UPS)

Justification: The existing backup system has reached end-of-life and no longer provides reliable protection against power interruptions. Failure to replace the unit promptly poses a risk of data loss, equipment damage, and interruption of public-facing services.

UPS units of the required capacity and configuration are available from a limited number of vendors, and the department has identified a specific model that is compatible with existing infrastructure and meets the County's electrical and load-management requirements.

- The UPS is required to maintain continuous operation of mission-critical systems that support public safety and essential County services.
- The current unit is no longer reliable and presents a material risk of system failure during a power interruption.
- Immediate procurement is necessary to avoid operational downtime, data loss, and potential safety impacts.
- Competitive procurement would delay acquisition and installation, increasing operational risk.

It is recommended that the Commissioners Court **approve a discretionary exemption under Texas Local Government Code §262.024(a)(2)** for the purchase of the required UPS unit and authorize the Purchasing Agent to proceed with procurement in the most expeditious manner.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Ashley Clark
Assistant Purchasing Agent

Pinnacle Power Solutions Inc.

15522 Summit Park Dr., Ste 201
Montgomery, TX 77356-1680 USA
(832) 934-7775
accounting@pps-ups.com
www.pps-ups.com

Quote

ADDRESS
Galveston County
601 54th Street
Galveston, TX 77551

SHIP TO
Galveston County
601 54th Street
Galveston, TX 77551

QUOTE # PPS-2026-533
DATE 06/24/2026

SALES REP
Brandan Kissman

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Toshiba G9000 Toshiba G9000 160kVA 480in/480out	1	62,109.43	62,109.43T
	G9B1160K019EDM2IHD Toshiba G9000 Matching Battery Cabinet Enersys 12HX330 - Runtime (16min) Qty.(2) Cabinets	1	68,343.84	68,343.84T
	Toshiba G9000 Startup Factory Trained Technician to perform Start-up & Commissioning.	1	4,123.00	4,123.00T
	UPSMA160G-PLAT Platinum Maintenance 3-year Agreement for G9000 160kVA UPS (12 Months)	3	11,516.50	34,549.50T
	Tariff – Pass Through Tariff 12%	1	9,364.728	9,364.73T
	Installation / Labor PPS to provide Qty.(4) Technicians to perform full turn-key installation During Normal Hours M-F 7AM-5PM. Removal and disposal of old equipment, Re-use existing Input & Output wiring, re-use MBS. Provide wiring from Cabinet to Cabinet, UPS Load Testing included.	1	16,000.00	16,000.00T

In closing, should you require any additional information, please do not hesitate to contact us at (832) 934-7775.

Thank you for considering Pinnacle Power Solutions as your trusted Power Quality provider.

We look forward to the opportunity to serve you.

SUBTOTAL	194,490.50
TAX	16,045.47
TOTAL	**$210,535.97**

Accepted By

Accepted Date

ORDER GRANTING DISCRETIONARY EXEMPTIONS

On this, the 6th day of July 2026, the **Commissioners' Court of Galveston County, Texas,** convened in a regularly scheduled meeting with the following members thereof present:

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

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

WHEREAS, Section 262.024, Local Government Code, allows a contract for the purchase of items and an exemption from the requirement established by Section 262.023 if the commissioners court, by order, grants the exemption; and

WHEREAS, the Commissioners Court of Galveston County, Texas, wishes to authorize a discretionary exemption under Local Government Code Section 262.024 (a)(2) for an item to preserve or protect the public health or safety of the residents of the county. The purchase is for an uninterruptible power supply (UPS) from Pinnacle Power Solutions, Inc.

NOW, THEREFORE, IT IS HEREBY ORDERED BY THE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS THAT:

1. The Commissioners Court of Galveston County, Texas approves and authorizes a discretionary exemption under Local Government Code Section 262.024 (a)(2) for an item to preserve or protect the public health or safety of the residents of the county; and

2. A copy of this Order shall be maintained in the Purchasing Department.

Upon Motion Duly Made and Seconded, the above **Order** was passed on this 6th day of July 2026.

Attest:

Dwight D. Sullivan, County Clerk

County of Galveston, Texas
By:

Mark A. Henry, County Judge

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

Hank Dugie, Comm., Pct. #3

Joe Giusti, Comm., Pct. #2

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

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*24.

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

Consideration of authorization to dispose of salvage or surplus property submitted by the Purchasing Agent

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	6/26/26 10:43 am

THE COUNTY OF GALVESTON

FRANK RODRIGUEZ
PURCHASING AGENT

ASHLEY CLARK
ASST. PURCHASING AGENT

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

July 6, 2026

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

Re: **Disposal of Salvage or Surplus Property**

Gentlemen,

It is requested that authorization be granted to dispose of the salvage and/or surplus property items represented on the attached awaiting disposal (AD) list. This request is per the instructions outlined in the Texas Local Government Code, section 263.152, Disposition.

These items will be placed on the GovDeals website or other authorized means of disposal within 30 days after authorization is granted and efforts to transfer them to other departments have been exhausted.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Frank Rodriguez
Purchasing Agent
County of Galveston

Dickey, Tammy

From: Nolan, Edward
Sent: Monday, June 15, 2026 10:25 AM
To: Dickey, Tammy
Subject: Agenda request for commissioners court 7/06/2026: 211133, Corrections 20260706
Attachments: 211133, Corrections 20260706.pdf

Good afternoon,

Could we please place the following asset on the next available commissioners court appropriate removal as salvage: **(211133, Corrections 20260706.pdf):**

#	FAID	Make / Model	S/N	Desc	Notes
1	32153	2016 CMA Dishmachines EST44RL	236963	Dishwasher	Broken / salvage

Thanks!

PURCHASING DEPARTMENT
THE STATE OF TEXAS COUNTY OF GALVESTON
Edward Nolan
Sourcing Manager - Assets
722 Moody, 5th floor, Galveston, TX 77550
Main:409/770-5417
Edward.Nolan@co.galveston.tx.us
Galvestoncountytx.gov
Ensuring Fair Access, Real Value, and Local Impact in County Purchasing

ASSET DISPOSAL REPORT

DATE: 6/12/26

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 211133, Corrections Melencio Villarreal *Melencio Villarreal*
Department No. & Name, Department Asset Custodian Authorized Signature

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

METHOD OF DISPOSAL

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

Disposal of: 32153 - Dishwasher
FAID No.

Reason for disposal: Non-functional / salvaged

Serial No./VIN #: 236963

From: 211133, SO Corrections Location: Jail
Department No. & Name Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

6/15/2026
Date Form Processed

Edward [illegible]
Fixed Asset Property Manager

Form No. FA-03

GENERAL ASSET PRE-DISPOSAL DISCLOSURE FORM

Date: 6/12/26

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Melencio Villarreal (Authorized Signature) Melencio Villarreal (Print Name) 211133, Corrections (Department/Division)

Re: Pre-disposal disclosure

Method of Disposal: _____ Destroy _____ Scrap _____ Salvage Starting Bid $ _____

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

Disposal of FAID No: 32153 Description: Dishwasher

Make: CMA DISHMACHINES Model: EST44RL

Serial/VIN: _____ Year: 2016 Color: Stainless Steel

Description of Use: Kitchen hygiene

Reason for Disposal: Non-functional / salvaged

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

If no, please describe and list all defects.

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

6/15/2026
Date Form Processed

Edward J. [illegible]
Fixed Asset Property Manager

Form No. FA-07
03/18/2013

Dickey, Tammy

From: Nolan, Edward
Sent: Wednesday, June 17, 2026 8:26 AM
To: Dickey, Tammy
Subject: Agenda request for commissioners court 7/06/2026: 159100, IT disks 20260706
Attachments: 159100, IT disks 20260706.pdf

Good morning,

Could we please place the following property items on the next available commissioners court for appropriate removal or reallocation: (**159100, IT disks 20260706.pdf**):

#	Qty	FAID	Make	Model	Cap	Condition/Notes
1	12	N/A	HGST	Dec. 2018 3.5 HDD	2TB	Degaussed - inusable - Auctioned for parts
2	42	N/A	Seagate	Enterprise 3.5 HDD v5	4TB	Degaussed - inusable - Auctioned for parts
3	2	N/A	Seagate	Enterprise 3.5 HDD v5	2TB	Degaussed - inusable - Auctioned for parts
4	10	N/A	Seagate	Exos 7E8 3.5 HDD	4TB	Degaussed - inusable - Auctioned for parts
5	60	N/A	Dell EMC	7200 RPM 12GB/s 3.5 HDD 2020	4TB	Degaussed - inusable / non working - Auctioned for parts

Thanks!

PURCHASING DEPARTMENT
THE STATE OF TEXAS COUNTY OF GALVESTON
Edward Nolan
Sourcing Manager - Assets
722 Moody, 5th floor, Galveston, TX 77550
Main:409/770-5417
Edward.Nolan@co.galveston.tx.us
Galvestoncountytx.gov
Ensuring Fair Access, Real Value, and Local Impact in County Purchasing

PROPERTY DISPOSAL REPORT

DATE: 06/11/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: OIT - 159100, Bryson Argo
Department No. & Name, Department Asset Custodian Authorized Signature

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

METHOD OF DISPOSAL

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

Disposal of: See attached Exel Doc
FAID No. & Description

Reason for disposal: Auction Degaussed HDD's

Serial No./VIN #: _____

From: OIT - 159100, Location: 722 Moody - 2nd Floor
Department No. & Name — Building, Floor, Suite, or Room No.

Comments: HDD's are not usable, for parts only.

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

6/16/2026
Date Form Processed

Edward [illegible]
Fixed Asset Property Manager

Form No. FA-09

GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM

Date: 6/12/2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Bryson Argo (Authorized Signature) | Bryson Argo (Print Name) | OIT - 159100 (Department/Division)

Re: Pre-disposal disclosure

Method of Disposal: _____ Destroy _____ Scrap _____ Salvage Starting Bid $ _____

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

Disposal of FAID No: _____ Description: See attached Excel sheet

Make: _____ Model: _____

Serial/VIN: _____ Year: _____ Color: _____

Description of Use: See Attachment

Reason for Disposal: _____

Is this item currently in sound working condition? ____ Yes N No

If no, please describe and list all defects.

HDD's are degaussed. Meaning they are innusable. Auction is for parts only.

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

6/16/2026
Date Form Processed

Fixed Asset Property Manager

Form No. FA-10
04/20/2015

#	Qty	FAID	Make	Model	Serial #	Description	Condition/Notes
1	12	N/A	HGST	Dec. 2018 3.5 HDD		2TB	Degaussed - inusable - Auctioned for parts
2	42	N/A	Seagate	Enterprise 3.5 HDD v5		4TB	Degaussed - inusable - Auctioned for parts
3	2	N/A	Seagate	Enterprise 3.5 HDD v5		2TB	Degaussed - inusable - Auctioned for parts
4	10	N/A	Seagate	Exos 7E8 3.5 HDD		4TB	Degaussed - inusable - Auctioned for parts
5	60	N/A	Dell EMC	7200 RPM 12GB/s 3.5 HDD 2020		4TB	Degaussed - inusable / non working - Auctioned for parts

Dickey, Tammy

From: Nolan, Edward
Sent: Wednesday, June 17, 2026 10:33 AM
To: Dickey, Tammy
Subject: Agenda request for commissioners court 7/06/2026: 122900, County Court Admin 20260706
Attachments: 122900, County Court Admin 20260706.pdf

Good morning,

Could we please place the following property items on the next available commissioners court for salvage: (**122900, County Court Admin 20260706.pdf**):

- (12) boxes of outdated law books (approx. 180 books) – salvage

Thanks!

PURCHASING DEPARTMENT
THE STATE OF TEXAS COUNTY OF GALVESTON
Edward Nolan
Sourcing Manager - Assets
722 Moody, 5th floor, Galveston, TX 77550
Main:409/770-5417
Edward.Nolan@co.galveston.tx.us
Galvestoncountytx.gov
Ensuring Fair Access, Real Value, and Local Impact in County Purchasing

PROPERTY DISPOSAL REPORT

DATE: April 7, 2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: County Court Administration Monica Gracia Monica Gracia
Department No. & Name, Department Asset Custodian Authorized Signature

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

METHOD OF DISPOSAL

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

Disposal of: N/A - 18 law books / 12 boxes
FAID No. & Description

Reason for disposal: No longer needed

Serial No./VIN #: _____

From: County Court Administration Location: 600 59th Street, Suite 2300
Department No. & Name Building, Floor, Suite, or Room No.

Comments: _____

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6/17/2026
Date Form Processed

Edward [illegible]
Fixed Asset Property Manager

Form No. FA-09

GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM

Date: April 7, 2026

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Monica Gracia — Monica Gracia — County Court Administration
Authorized Signature — Print Name — Department/Division

Re: Pre-disposal disclosure

Method of Disposal: _____ Destroy _____ Scrap _____ Salvage Starting Bid $ _____

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

Disposal of FAID No: N/A Description: 144 law books / 8 boxes

Make: _____ Model: _____

Serial/VIN: _____ Year: _____ Color: _____

Description of Use: research

Reason for Disposal: Old, no longer needed

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

If no, please describe and list all defects.

Other: _____

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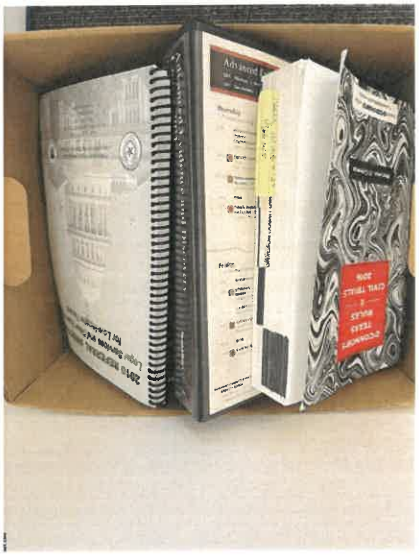
6/17/2026
Date Form Processed

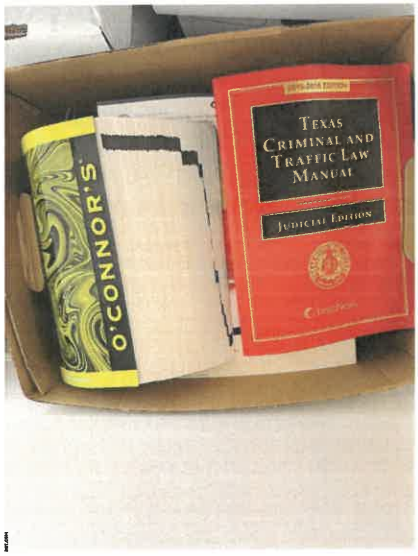
Edward [illegible]
Fixed Asset Property Manager

Form No. FA-10
04/20/2015




WEST
Texas Penal Code
O'CONNOR'S
TEXAS CRIMES & CONSEQUENCES
2014-2015




O'CONNOR'S
TEXAS CRIMINAL AND TRAFFIC LAW MANUAL
JUDICIAL EDITION


TEXAS CODES ANNOTATED
TEXAS CODES ANNOTATED

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Vernon's
TEXAS
STATUTES
ANNOTATED
29
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TEXAS CODES
ANNOTATED
1A
Property
TEXAS CODES
ANNOTATED
4
Property
TEXAS CODES
ANNOTATED
5
Property
2
Property
1
1A

Dickey, Tammy

From: Nolan, Edward
Sent: Thursday, June 25, 2026 4:11 PM
To: Dickey, Tammy
Subject: Agenda request for commissioners court 7/06/2026: 114000 County Clerks, 20260706
Attachments: 114000 County Clerks, 20260706.pdf

Good afternoon,

Could we please place the following property items on the next available commissioners court for salvage: (**114000 County Clerks, 20260706.pdf**):

#	Qty	FAID	Make	Model	Serial #	Description	Condition/Notes
1	21	n/a				Used Chairs we no longer need	Torn with lots of wear or no needed
2	3	n/a				Brown folding Tables	Working condition, no longe
3	2	n/a				Brown conference room tables	Working condition, no longe
4	2	n/a				White folding Tables	Working condition, no longe
5	3	n/a				Large Cream Colored Filing Cabinets	Working condition, no longe
6	2	n/a				Large brown wood office desk	Working condition, some ha be missing, no longer neeed
7	1	n/a				Small brown wood end table (1 draw)	Working condition, no longe
8	2	n/a				Small brown wood rolling desk	Working condition, no longe
9	1	n/a				Larger Size brown wood rolling Desk	Working condition, no longe
10	15 plus	n/a				Grey metal wall Panels, metal rods with Door to create a private conference room	Unknown
11	2	n/a				Stand up Walls Panels	Working condition, no longe
12	1	n/a				Tall black 3 draw filing cabinet	Working condition, no longe
13	1	n/a				Wide short black 2 draw filing cabinet	Working condition, no longe
14	1	n/a				Small white cabinet with 2 doors	Working condition, no longe

Thanks!

PURCHASING DEPARTMENT
THE STATE OF TEXAS COUNTY OF GALVESTON
Edward Nolan
Sourcing Manager - Assets
722 Moody, 5th floor, Galveston, TX 77550
Main:409/770-5417
Edward.Nolan@co.galveston.tx.us
Galvestoncountytx.gov
Ensuring Fair Access, Real Value, and Local Impact in County Purchasing

GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM

Date: 6/12/26

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: _____ Aaron Marcus 114000, County Clerks
Authorized Signature | Print Name | Department/Division

Re: Pre-disposal disclosure

Method of Disposal: _____ Destroy _____ Scrap _____ Salvage Starting Bid $ _____

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

Disposal of FAID No: N/A Description: See attached sheet

Make: _____ Model: _____

Serial/VIN: _____ Year: _____ Color: _____

Description of Use: Office furniture

Reason for Disposal: No longer needed

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

If no, please describe and list all defects.

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

6/25/2026
Date Form Processed

Edward
Fixed Asset Property Manager

Form No. FA-10
04/20/2015

PROPERTY DISPOSAL REPORT

DATE: 6/12/26

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Aaron Marcus 114000, County Clerks
Department No. & Name, Department Asset Custodian Authorized Signature

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

METHOD OF DISPOSAL

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

Disposal of: N/A - Office furnishings / see attached sheet
FAID No. & Description

Reason for disposal: No longer needed / replaced

Serial No./VIN #: _____

From: 114000, County Clerks Location: 600 59th Street, STE 2001
Department No. & Name Building, Floor, Suite, or Room No.

Comments: _____

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PURCHASING DEPARTMENT USE ONLY

6/25/2026
Date Form Processed

Fixed Asset Property Manager

Form No. FA-09

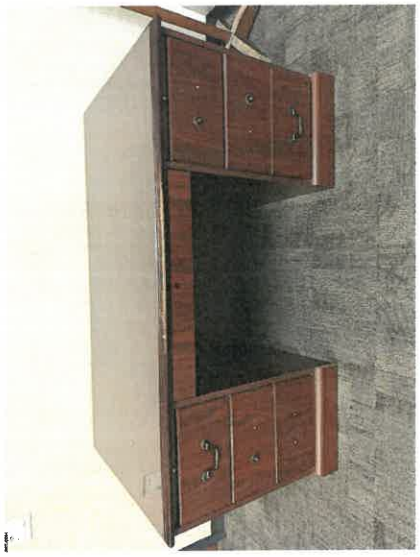
#	Qty	FAID	Make	Model	Serial #	Description	Condition/Notes
1	21	n/a				Used Chairs we no longer need	Torn with lots of wear or no longer needed
2	3	n/a				Brown folding Tables	Working condition, no longer neeeded
3	2	n/a				Brown conference room tables	Working condition, no longer neeeded
4	2	n/a				White folding Tables	Working condition, no longer neeeded
5	3	n/a				Large Cream Colored Filing Cabinets	Working condition, no longer neeeded
6	2	n/a				Large brown wood office desk	Working condition, some handles may be missing, no longer neeeded
7	1	n/a				Small brown wood end table (1 draw)	Working condition, no longer neeeded
8	2	n/a				Small brown wood rolling desk	Working condition, no longer neeeded
9	1	n/a				Larger Size brown wood rolling Desk	Working condition, no longer neeeded
10	15 plus	n/a				Grey metal wall Panels, metal rods with Door to create a private conference room	Unknown
11	2	n/a				Stand up Walls Panels	Working condition, no longer neeeded
12	1	n/a				Tall black 3 draw filing cabinet	Working condition, no longer neeeded
13	1	n/a				Wide short black 2 draw filing cabinet	Working condition, no longer neeeded
14	1	n/a				Small white cabinet with 2 doors	Working condition, no longer neeeded
15							

















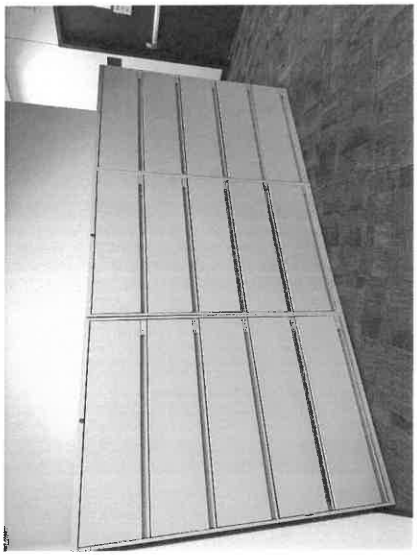








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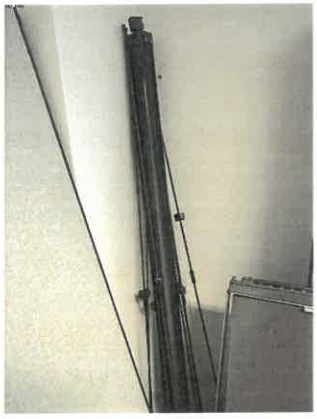



































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Dickey, Tammy

From: Nolan, Edward
Sent: Thursday, June 25, 2026 4:36 PM
To: Dickey, Tammy
Subject: Agenda request for commissioners court 7/06/2026: 127100, DA Office 20260706
Attachments: 127100, DA Office 20260706.pdf

Good afternoon,

Could we please place the following property items on the next available commissioners court for salvage: (**127100, DA Office 20260706.pdf**):

	Qty	Asset Tag	Description	Serial #	Make	Model	Notes
1	2		STAPLERS				OUT DATED/NO LONGER NEEDED
2	1		LABEL MAKER				OUT DATED/NO LONGER NEEDED
	1		SHREDDER		FELLOWES		BROKEN
	1		SHREDDER		FELLOWES		BROKEN
3	4		HP 62 TONERS				NO LONGER NEEDED
4	3		TONER				NO LONGER NEEDED

Thanks!

PURCHASING DEPARTMENT
THE STATE OF TEXAS COUNTY OF GALVESTON
Edward Nolan
Sourcing Manager - Assets
722 Moody, 5th floor, Galveston, TX 77550
Main:409/770-5417
Edward.Nolan@co.galveston.tx.us
Galvestoncountytx.gov
Ensuring Fair Access, Real Value, and Local Impact in County Purchasing

PROPERTY DISPOSAL REPORT

DATE: 6.18.26

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 127100 Miyoshi Rougely
Department No. & Name, Department Asset Custodian Authorized Signature

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

METHOD OF DISPOSAL

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

Disposal of: (3) Shredders; toner; Staplers; Lotus notes;
FAID No. & Description

Reason for disposal: No longer needed

Serial No./VIN #: _____

From: District Attorney Location: Justice Center, 1st Fl, Ste. 1001
Department No. & Name Building, Floor, Suite, or Room No.

Comments: _____

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PURCHASING DEPARTMENT USE ONLY

6/26/2026
Date Form Processed

Fixed Asset Property Manager

Form No. FA-09

GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM

Date: 6.18.26

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Miyoshi Rougely Miyoshi Rougely DA
Authorized Signature Print Name Department/Division

Re: Pre-disposal disclosure

Method of Disposal: _____ Destroy _____ Scrap _____ Salvage Starting Bid $ _____

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

Disposal of FAID No: _____ Description: _____

Make: _____ Model: _____

Serial/VIN: _____ Year: _____ Color: _____

Description of Use: Office use

Reason for Disposal: Broken / No longer needed

Is this item currently in sound working condition? X Yes X No
Toner, etc.! Shredders

If no, please describe and list all defects.

(2) Shredders are not working properly.

Other: Other items are no longer needed.

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PURCHASING DEPARTMENT USE ONLY

6/26/2026
Date Form Processed

Fixed Asset Property Manager

Form No. FA-10
04/20/2015

	Qty	Asset Tag	Description	Serial #	Make	Model	Notes
1	2		STAPLERS				OUT DATED/NO LONGER NEEDED
2	1		LABEL MAKER				OUT DATED/NO LONGER NEEDED
	1		SHREDDER		FELLOWES		BROKEN
	1		SHREDDER		FELLOWES		BROKEN
3	4		HP 62 TONERS				NO LONGER NEEDED
4	3		TONER				NO LONGER NEEDED




Fellowes





GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*25.

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

Contract Approval Request Form

To Be Completed by Requesting Department (#1-22)

1) **Date of Request:** 6/9/2026
2) **Contract Type:** Expense
3) **Renewal Contract:** No
4) **Department Name: Engineering**
5) **Department Contact: Michael Shannon**
6) **Description (language as it will appear on agenda): Authorizing County Judge to sign the engineering agreement with Geoscience for the Avenue B drainage improvements project submitted by the County Engineer**

7) **Fund Name and Number: 3015/Limited Tax Flood Control Bonds Series 2017 Fund**
8) **Cost Center: 296190/Flood by Engineering**
9) **Ledger Account Summary: 5700000/Capital Outlays**
10) **Spend Category: Flood Control/Drainage**
11) **Project Worktag (when applicable): Ave B Drainage Improvements**
12) **Grant Worktag (when applicable):**
13) **Vendor: Geoscience**
14) **Vendor Contract Number: ☐ Yes ☐ No:** Click or tap here to enter text.

Expenditure Budget/Revenue Projections

15) **Budget Amendment Requested: ☐ Yes ☒ No (if yes, provide BA request details):** Click or tap here to enter text.
16) **Current Year Budgeted: 1,210,000**
17) **Current Year Projected: 22,442.00**
18) **Year 2:**
19) **Year 3:**
20) **Year 4:**
21) **Year 5:**
22) **Totals: 22,442.00**

To Be Completed by Purchasing Department

23) **Contract Start Date:** Click or tap to enter a date.
24) **Auto Renewal Contract:** Choose an item.
25) **Bid No:**

26) Contract End Date: Click or tap to enter a date.

27) Contract # Issued by Purchasing Department:

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Michael Shannon	Approve	6/11/26 8:58 am
2	Melissa Fleming	Delegated	6/11/26 8:58 am
Notes:	Delegated: Out Of Office		
3	Ashley Clark	Approve	6/12/26 9:24 am
4	Francisco Rodriguez	Approve	6/12/26 9:35 am
5	Rodolfo Gomez	Escalated	6/16/26 5:19 pm
6	Christian Monterrubio	Approve	6/18/26 2:02 pm
7	Diana Huallpa	Approve	6/22/26 3:46 pm
8	Sergio Cruz	Approve	6/22/26 4:26 pm
9	Veronica Van Horn	Approve	6/25/26 6:08 pm

State of Texas §
§
County of Galveston §

AGREEMENT FOR ENGINEERING SERVICES

PARTIES

This Agreement for Engineering Services (the "Agreement") is made and entered into by and between the County of Galveston, a political subdivision of the State of Texas, acting by and through its Galveston County Commissioners Court (the "County"), and **Geoscience Engineering & Testing, Inc.** (the "Engineer"), each of whom is a Party hereto and who are collectively referred to herein as the Parties.

RECITALS

The County conducted a Request for Qualifications, Number RFQ 25-079, entitled "Professional Services for Future Engineering Projects" (the "RFQ"), to procure professional services for the **Avenue B Paving and Drainage Improvements from 10th Street to northeast of Boulevard Street** project within the County (the "Project"), which is further described herein and which such services are within the scope of the practice of engineering.

The Engineer timely submitted a statement of qualifications in the RFQ, is a licensed engineer in the State of Texas, and wishes to perform said services.

Now Therefore, for and in consideration of the covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

CONTRACTUAL UNDERTAKINGS

SECTION I
RETENTION OF ENGINEER

The County, by and through this Agreement, retains the Engineer to perform professional engineering services in connection with the Project, and the Engineer, by and through this Agreement, agrees to perform said professional engineering services in connection with the Project.

This Agreement means this document (pages 1 through 9), the RFQ, which includes but is not limited to any addenda thereto, if any, the Engineer's response in the RFQ (i.e., its' statement of qualifications, certifications, affidavits, and vendor information), and all Exhibits affixed hereto, if any, all of which are incorporated herein for all purposes. Exhibits to be physically affixed, if any, shall be affixed following the signature/execution page of this Agreement. The RFQ, all addenda therein, if any, and Engineer's response therein shall be retained in the Galveston County Purchasing Agent's Office.

SECTION II
CHARACTER AND EXTENT OF SERVICES

The Engineer shall render professional engineering services necessary for the development of the Project, limited to the following and performed in accordance with existing local, State and Federal regulations, as set out in the Scope of Services attached hereto as Exhibit "A".

The Scope of Services and Response attached hereto as Exhibit "A" is also made a part of this Agreement for all purposes. But, if any terms of Exhibit "A" conflicts with any existing State of Texas, Texas Department of Transportation, local, or Federal laws, rules or regulations, the State, Federal or local laws, rules or regulations shall control.

The character and extent of services outlined above shall be considered complete upon approval by County, acting by and through its County Engineer, of the various drawings, data and tasks outlined in Exhibit "A".

All Services provided by Engineer shall be of good quality and shall be performed in a professional manner. The standard of care for all professional engineering and related Services performed or furnished by Engineer and the Response under this Agreement will be the care and skill ordinarily used by other competent engineers practicing under the same or similar circumstances and professional license. Engineer will re-perform any Services not meeting this standard without additional compensation. Engineer will perform its services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

Additional services that may be required after approval of these documents by the County, or required by State or Federal regulations published in the State or Federal Register after the date of execution of this Agreement, shall not be considered as covered by the maximum amount payable under this Contract as provided in Section V. Compensation for such extra services shall be as provided in Section V except that the maximum amount payable shall be revised by agreement between County and Engineer.

SECTION III
PERIOD OF SERVICES

This Agreement shall be effective upon execution by the County and by the Engineer, with the date of the Party signing last in time, and shall remain in force until satisfactory completion of all services described herein or termination under the provisions hereinafter provided in section VIII.

After execution of Agreement, Engineer shall submit a Project Time Schedule to the County Engineer, which shall be diligently followed during performance of services. It is understood by the County that the Engineer will make every effort to expedite completion of the Project.

SECTION IV
COORDINATION WITH THE COUNTY

The Engineer agrees to perform the services diligently after authorization to proceed. The Engineer agrees to perform all other services diligently and within the agreed upon time schedule.

The Engineer shall hold periodic conferences with the County Engineer to the end that the Project, as perfected, shall have full benefit of the County's experience and knowledge of existing needs and facilities and be consistent with the County's current policies and construction standards. To implement this coordination, the County Engineer shall make available to the Engineer for use in the Project, all existing plans, maps, field notes, statistics, computations and other data in its possession relative to the Project. Engineer shall submit a monthly progress report of project status to the County Engineer and the County Engineer is the County's designated point of contact for this Agreement.

SECTION V
THE ENGINEERS'S COMPENSATION

As set forth in Exhibit "A" attached hereto, the County shall compensate the Engineer for services performed under this Agreement per the compensation amounts shown in Exhibit "A" for design and construction phase services.

Notwithstanding the foregoing, the maximum amount payable under this Contract is **$22,442.00** including expenses. The maximum amount payable may be revised in the event of changes in extent, complexity, or character of work requiring such revisions upon the prior mutual, written agreement by the County and the Engineer. No revisions in the maximum amount payable will be permitted unless previously authorized in writing by the County.

Payments to the Engineer for authorized services will be made by the County within 45 calendar days upon presentation of monthly statements by the Engineer to the County reflecting Engineer's performance of such services, unless disputed by the County Additionally, the County agrees that it shall review the monthly statements and if disputing, shall notify the Engineer of the County's dispute no later than thirty (30) days after the County's receipt of the monthly statement. All remittances shall be mailed or delivered to Engineer's office. Engineer further agrees that all monthly statements shall detail its services under this Agreement and, if this Agreement is funded through Federal dollars, comply with applicable Federal requirements associated with costs.

SECTION VI
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes ("Documents") belong to and remain the property of the County, in consideration of which it is mutually agreed that the County will use them solely in connection with the Project or as required by law, save with the express consent of the Engineer. The Engineer may retain copies of such Documents.

County contracts are subject to all legal requirements provided by county, state or federal statutes, rules and regulations.

Engineer acknowledges that Galveston County is a governmental entity which conducts its meetings in accordance with the Texas Open Meetings Act and whose certain records are available to the public under the Texas Public Information Act. In accordance with Title 5, Chapters 551 and 552 of the Texas Government Code, this Agreement is an open record under the Public Information Act and as such, will be discussed and voted upon in a public meeting. Any request made to either inspect or acquire a copy of this Agreement or the Documents produced as a result of this Agreement will not violate the terms of this Agreement.

SECTION VII
DISPUTE RESOLUTION

If a dispute arises out of or relates to a breach of this Agreement, and if the dispute cannot be settled through negotiation, then the Engineer and the County agree to submit the dispute to mediation. In the event the Engineer or the County desires to mediate any dispute, it shall notify the other Party in writing of the dispute desired to be mediated. If the Parties are unable to resolve their differences within ten days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the Parties mutually agree in writing to extend the time between receipt of notice and submission of mediation. The expenses of the mediator shall be shared 50 percent by the Engineer and 50 percent by the County. This requirement to seek mediation shall be a condition required before filing an action at law or in equity.

SECTION VIII
TERMINATION

The County may terminate the Agreement with or without cause, or for convenience by giving to the Engineer at least thirty (30) calendar days' advance notice in writing. Upon receipt or delivery of such notice, the Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement showing in detail, the services performed under this Agreement to the date of termination.

The County shall then pay the Engineer promptly for that portion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under the Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed surveys, reports, designs, plans, specifications and all other documents prepared under this Agreement shall be delivered to the County Engineer when and if this agreement is terminated, but subject to the restrictions, as to their use, as set forth in Section VI.

SECTION IX
INSURANCE

The Engineer shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.

The Engineer shall, upon request by the County, furnish certificates of insurance to the County evidencing compliance with the insurance requirements herein. Certificates shall indicate name of the Engineer, name of insurance company, policy number, and terms and limits of coverage. The Engineer shall cause its insurance companies to provide the County with at least thirty (30) days' prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. The Engineer shall obtain such insurance from such companies having a Best's rating of B+/VII or better, licensed or approved to transact business in the state in which the Services shall be performed, Texas, and shall obtain such insurance of the following types and minimum limits.

a. Workers' Compensation insurance in accordance with the Laws of the State of Texas, or state of hire/location of Services, and Employer's Liability coverage with a limit of not less than $500,000 each employee for Occupational Disease; $500,000 policy limit for Occupational Disease; and Employer's Liability of $500,000 each accident.

b. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability, Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

$2,000,000	general aggregate limit
1,000,000	each occurrence, combined single limit
1,000,000	aggregate Products, combined single limit
1,000,000	aggregate Personal Injury/Advertising Liability
50,000	Fire Legal Liability
5,000	Premises Medical

c. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

d. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than $1,000,000 each occurrence combined single limit.

e. Professional Liability insurance with limits not less than $1,000,000 each claim/annual aggregate.

The County and the County's agents and employees shall be added as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e". All policies written on behalf of the Engineer shall contain a waiver of subrogation in favor of the County and the County's agents and employees, with the exception of insurance required under paragraph "e". Additionally, the Contractor's commercial general liability insurance must provide any defense provided by the policy to Galveston County, its officials, employees, and agents.

SECTION X
VENUE AND CHOICE OF LAW

This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas. Venue shall lie exclusively in a court of competent jurisdiction in Galveston County,

Texas.

SECTION XI
ADDRESS OF NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement to be mailed or delivered to Engineer shall be to the following address:

Name:	Mr. Telfryn John
Title:	President
Mailing Address:	405 E. 20th Street
	Houston, Texas 77008

All notices and communications under this Agreement to be mailed or delivered to the County shall be to the following address:

Mark Henry, Galveston County Judge
Galveston County Courthouse
722 Moody, 2nd Floor
Galveston, Texas 77550

With a copy to:

Michael Shannon, PE, CFM,
Galveston County Engineer
722 Moody, 1st Floor
Galveston, Texas 77550

SECTION XII
SECTION CAPTIONS

Each section under the contractual undertakings has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any section or in any way determine its interpretation or application.

SECTION XIII
SUCCESSORS AND ASSIGNS

The County and the Engineer each binds itself and its successors, and assigns to the other Party of this Agreement and to the successors, and assigns of such other Party in respect to all provisions of this Agreement. Except as above, neither the County nor the Engineer shall assign, subcontract, or otherwise transfer their interest in this Agreement without the prior written consent of the other Party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto.

SECTION XIV
ADDITIONAL TERMS

14.1 PROCUREMENT REQUIREMENTS

Engineer shall comply with all applicable local, State, and Federal laws, rules, regulations, orders, and ordinances. This includes, but is not limited to, that Engineer shall comply with the Galveston County Purchasing Policies & Procedures Manual approved by Order of the Commissioners Court on March 7, 2018, including without limitation, applicable provisions within Chapter Nine of said Manual as this contract is made pursuant to a federal award.

14.2 CONFLICT OF INTEREST

a. No member of the County's governing body, and no employee, officer, or agent of the County shall participate in the selection or in the award of administration of a subcontract supported by grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when: 1.) the employee, officer, or agent, 2.) any member of his or her immediate family, 3.) his or her partner, or 4.) any organization which employs, or is about to employ any of the above; has a financial or other interest in the firm or person selected to perform the subcontract.

b. In all cases not governed by Subsection (a) of this Section, no person specified in subsection (c) of this Section, who exercises any functions or responsibilities in connection with the planning and carrying out of the project, or who are in a position to participate in decision making process or gain inside information with regard to activities under this Agreement as Amended, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure or for (1) year thereafter.

c. The conflict of interest provisions of Subsection (b) apply to any person who is an employee, agent, consultant, officer, elected official, or appointed official of the County or of the Contractor.

14.3 AUTHORITY TO BIND

Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this Agreement and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.

14.4 IMMUNITY RETAINED

The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.

14.5 NO THIRD PARTY BENEFICIARY

This Agreement inures only to the benefit of Galveston County and Contractor. This Agreement does not create, is not intended to create, and shall not be deemed or construed to create, any rights or benefits in third parties.

14.6 SEVERABILITY

If a provision contained in this Agreement is held invalid for any reason by a court of competent jurisdiction, the invalidity shall not affect other provisions of the Agreement that may be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

14.7 VALIDITY/ENFORCABILITY

If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitation, and as so modified, this Agreement shall continue in full force and effect.

***

Execution Page follows this Page

The Rest of this Page is Intentionally Left Blank

This Agreement is hereby EXECUTED by the Parties hereto in triplicate (three (3)) counterparts, each of which shall constitute an original, to be effective upon full execution with the date of the Party signing last in time.

Galveston County

By _____
Mark Henry
County Judge

Date Signed: _____

Attest: _____
Dwight D. Sullivan,
Galveston County Clerk

Geoscience Engineering & Testing, Inc.

By _____
Telfryn John
President

Date Signed: June 7, 2026

GEOSCIENCE
ENGINEERING & TESTING, INC.
405 E. 20th Street
Houston, Texas 77008
713.861.9700
713.861.4477 Fax
HOUSTON THE WOODLANDS

May 13, 2026

Galveston County Engineer
c/o IDS Engineering Group
722 21st St # 2, Galveston, TX 77550

Attention: Travis S. Sellers, PE, ENV SP | Senior Vice President
IDS Engineering Group
tsellers@idseg.com
713-462-3178

Reference: Proposed Geotechnical Exploration Scope and Fee Estimate
Avenue B Drainage Improvements and Paving Recommendations
Avenue B from 10th St. to Boulevard Street and Galveston Bay, Bacliff, TX
GETI Proposal No. 26-13219 Rev. 2

Ladies and Gentlemen:

Geoscience Engineering & Testing, Inc., (GETI) is pleased to offer this Geotechnical Proposal w/ Fee Estimate for the referenced project. We prepared this proposal based on project information provided by Amber Forrest, PE with DCCM and Travis Sellers, PE, ENV SP with IDS Engineering Group. Additionally, a Scoping Meeting was held on April 21, 2026, via TEAMS with other participants from MBCO and GFT. The Galveston County Engineer, Michael Shannon, PE provided further background, guidance and direction from the owner's perspective. More recent guidance has also been received from IDS and DCCM.

Project Location: The proposed project is for Avenue B Drainage Improvements and Paving stretching from 10th Street in the southwest to Boulevard Street and Galveston Bay in the northeast of the alignment which represents approximately 3,800 linear feet.

Project Description: Avenue B Drainage Improvements and Paving project is in Bacliff, Texas. The proposed Drainage Improvements and Paving Replacement will most likely comprise storm sewer inlets, new RCP or RCB storm sewers and pavement replacement. Presently, we are not aware of any intention to widen the existing pavement within the current ROW. Rather, the two lane, two-way asphaltic concrete pavement will be replaced.

Assumptions: Our proposal assumes and is based upon the following:

- ✓ site is readily accessible,
- ✓ boring locations can be accessed by truck mounted drilling equipment,
- ✓ boring locations at the site are covered by asphaltic concrete paving layers,
- ✓ coring is required to facilitate drilling and measure pavement thickness.
- ✓ traffic control planning for drilling purposes may be required (W. Bayshore / FM 646).

FIELD INVESTIGATION

The proposed field investigation has been developed to account for known project elements. Furthermore, the selected boring depths are based on our previous subsurface experience in the area and are also intended to account for anticipated design structure information required. Our program therefore includes nine variable depth borings at general spacing of 500-ft linear distance. The proposed borings, which increase in depth southwest to northeast are identified below. A Boring Location Plan is attached.

Borings	Depth (ft.)	Location	Structure / Purpose
1 thru 3	15	Avenue B from 10th to 6th.	Drainage and Pavement
4 thru 6	20	Avenue B from 5th to 2nd.	Drainage and Pavement
7 thru 9	25	Avenue B from 1st to Bay	Drainage and Pavement + Outfall
Total	**180**		

Coring	Depth (ft.)	Location	Structure / Purpose
9	6 to 8-inch	Avenue B	Drainage and Pavement

Nine borings totaling 180 feet of drilling are included in this scope of work. Nine concrete/asphalt cores will be cored to facilitate the boring operations. All the borings will be grouted after the completion of the drilling. Surface completions will thereafter be made with cold patch asphalt.

Field personnel will drill the borings using truck-mounted equipment. Cohesive and non-cohesive soil samples will be obtained using 3-inch diameter Shelby tube samplers (ASTM D-1587) and 2-inch diameter standard split-spoon samplers (ASTM D-1586), respectively. Borings will be sampled continuously in the upper 10-feet, and thereafter at 5-feet intervals to completion depth of each boring.

An engineering geologist or soils technician will extrude the samples in the field, check the samples for consistency with a hand penetrometer, carefully wrap them to preserve their condition, and return them to the laboratory for testing. A log of each boring will be prepared to document field activities and results. GETI will stake the boring locations using normal taping procedures. Locations will be shown on the plan of borings.

Precise surveying of boring locations and elevations is not included in the cost estimate. These services are to be coordinated with the design team surveyor who should identify the surface locations where shown.

LABORATORY INVESTIGATION

Laboratory tests will be required for classification purposes, to determine strength characteristics, to evaluate short- and long-term deformation / swell properties of the materials encountered, and where appropriate, permeability. Testing will be in accordance with our standard procedures which include moisture content and soil identification, liquid and plastic limit determinations, soil gradations, strength tests on soil, and unit weight determinations. Specific types and quantities of tests will be determined based on soil conditions encountered in the boring.

ENGINEERING SERVICES

The engineering report will be prepared by a registered engineer and will present the results of the field and laboratory data together with our analyses of the results and recommendations. We will provide a digitally signed and sealed report in electronic PDF format. The report will address:

- ✓ soil and ground water conditions encountered at the boring locations,
- ✓ ground water depths (if any) at depth of encounter and completion of borings,
- ✓ boring locations with northing / easting or latitude / longitude surveyor provided,
- ✓ drainage structure excavation, earth pressures, bedding and backfill recommendations,
- ✓ storm sewer recommendations with dewatering / ground water control methods, if required.
- ✓ earthwork recommendations, including material and compaction requirements; and
- ✓ construction considerations related to soil / groundwater conditions at the borings.
- ✓ paving recommendations for replacement asphaltic concrete paving, and
- ✓ outfall structure bearing pressure and potential scour review.

COST OF SERVICES

Based on the scope of services described above, we propose a lump sum fee of **$18,942.00** for the scope outlined herein. Potentially, a supplemental fee of **$3,500.00** may also be required for one day traffic control depending on a boring location near FM 646 downstream. Thus, we request an approved budget of **$22,442.00.** These fees will not be exceeded without prior authorization. Items other than those specified above, or changes in drilling requirements, which are revealed by these studies or are necessitated by a change in project scope, may require revised field, laboratory, and engineering services. These services will be discussed and negotiated on an individual basis. The final invoice will be sent to you with our report.

PROJECT SCHEDULE

We plan to initiate these studies within some five working days of receipt of notice-to-proceed and anticipate that one to two working days will be required to complete the field investigation (weather and traffic control conditions permitting). You will receive the preliminary report approximately 10 to 15 business days following completion of field and laboratory testing operations. If you require a delivery time frame other than that presented above, please advise us at the time of signing this proposal so that we may make the appropriate adjustments in our schedule to accommodate your needs.

CLIENT OBLIGATIONS

Items to be provided by the client include the right-of-entry to conduct the exploration and information regarding the location of any utilities on the subject site This is in addition to GETI advising Utility owners through Texas One Call.

Any restrictions or special project requirements should be brought to our attention before we commence fieldwork. Should weather or other factors result in unforeseen changes in site accessibility, GETI will contact the client to discuss accessibility options and associated fees.

AUTHORIZATION

Please authorize us by means of a Galveston County Engineering Services Agreement or an applicable IDS Subconsultant Agreement.

CLOSING

Thank you for the opportunity to present this proposal. Please call if you have any questions or if you have suggestions regarding changes to the proposed work scope. We look forward to working with you on the project.

Respectfully Submitted,
Geoscience Engineering & Testing, Inc.



Telfryn L. John, PE
Principal Engineer
President

PROPOSAL ACCEPTED BY:

Signature Date _____ _____

_____ _____
Printed Name Company

_____
Title

Attachments:

Fee Estimates
Boring Location Plan

GEOTECHNICAL EXPLORATION AND ENGINEERING COST ESTIMATE					
Prepared by GeoScience Engineering & Testing					
Proposal No.:		26-13219 Rev 2			
Proposal Date:		May 13, 2026			
Project:		Avenue B Drainage and Paving Improvements			
Location:		Avenue B from 10th Street to Boulevard St. and Galveston Bay, Bacliff TX			
PLANNING (Scoping, Client Site Visit, One Call, Drilling Package/Scheduling, Permits, Internal Project Kick-off Meeting)					
Item	Code	Unit Rate	Unit	Quantity	Cost
Principal Engineer	10100	$ 206.00	Hour	1	$ 206.00
Senior Engineer (10 Years Experience)	10200	$ 175.00	Hour	2	$ 350.00
Project Engineer, PE or Geologist, PG	10300	$ 149.00	Hour		$ -
Graduate Engineer / Geologist	10400	$ 101.00	Hour	4	$ 404.00
Technician NICET IV	10500	$ 85.00	Hour		$ -
Technician NICET III, HMA II	10600	$ 75.00	Hour		$ -
Engineering Assistant	11500	$ 50.00	Hour	2	$ 100.00
				Planning Subtotal:	$ 1,060.00
FIELD (Coordination, Logging, Borings, Corings, Piezometers)					
Item		**Unit Rate**	**Unit**	**Quantity**	**Cost**
Principal Engineer	10100	$ 206.00	Hour		$ -
Senior Engineer	10200	$ 175.00	Hour		$ -
Project Engineer	10300	$ 149.00	Hour	2	$ 298.00
Graduate Engineer / Geologist	10400	$ 101.00	Hour	8	$ 808.00
Technician NICET IV	10500	$ 85.00	Hour		$ -
Technician NICET III, HMA II	10600	$ 75.00	Hour		$ -
Engineering Assistant	11500	$ 50.00	Hour	4	$ 200.00
Soil Boring , intermittent 3-inch dia (0-50)	11010	$ 19.00	Foot	90	$ 1,710.00
Soil Boring , intermittent 3-inch dia (50-100)	11020	$ 21.00	Foot		$ -
Soil Boring, Continuous 3-in dia (0-25)	11030	$ 21.00	Foot	90	$ 1,890.00
Soil Boring, Continuous 3-in dia (25-50)	11031	$ 25.00	Foot		$ -
Piezometer Installation	11071	$ 16.00	Foot		$ -
Piezometer Abandonment	11072	$ 16.00	Foot		$ -
Grouting of Completed Boring	11080	$ 10.00	Foot	180	$ 1,800.00
Wash Boring / Rotary Drilling (surcharge)	11090	$ 9.00	Foot	30	$ 270.00
Drill Rig Mobilization / Demobilization	11110	$ 349.00	Lump Sum	1	$ 349.00
Concrete Coring Mobilization	11120	$ 349.00	Each	1	$ 349.00
ATV Mobilization Surcharge	11130	$ 100.00	Lump Sum		$ -
Asphaltic Concrete Coring (6-inch dia)	11150	$ 150.00	each	9	$ 1,350.00
Vehicle Charge	15000	$ 85.00	Day	2	$ 170.00
				Field Subtotal:	$ 9,194.00
LABORATORY (Classification, Strength, Swell Potential)					
Item		**Unit Rate**	**Unit**	**Quantity**	**Cost**
Principal Engineer	10100	$ 206.00	Hour		$ -
Senior Engineer	10200	$ 175.00	Hour		$ -
Project Engineer	10300	$ 149.00	Hour	2	$ 298.00
Graduate Engineer / Geologist	10400	$ 101.00	Hour		$ -
Technician NICET IV	10500	$ 85.00	Hour		$ -
Technician NICET III, HMA II	10600	$ 75.00	Hour		$ -
Engineering Assistant	11500	$ 50.00	Hour		$ -
Liquid & Plastic Limits	90100	$ 62.00	Each	15	$ 930.00
Moisture Content of Soils by Mass	90200	$ 9.00	Hour	60	$ 540.00
Moisture Content of Soils by Microwave	90300	$ 10.00	Each		$ -
Sieve Analysis	90400	$ 57.00	Each		$ -
Sieve Analysis w/ Hydrometer	90500	$ 128.00	Each		$ -
Percent Passing No. 200 Sieve	90600	$ 48.00	Each	15	$ 720.00
Specific Gravity	90700	$ 59.00	Each		$ -
pH of Soils	90800	$ 17.00	Each		$ -
Unconfined Compressive Strength	90900	$ 45.00	Each	9	$ 405.00
Consolidated Undrained (CU) Triaxial Compression	91100	$ 1,500.00	Each		$ -
One-Dimensional Consolidation	91200	$ 361.00	Each		$ -
Consolidation - Additional Increment	91300	$ 51.00	Each		$ -
Dispersive Characteristic by Pinhole Test	91400	$ 286.00	Each		$ -
Dispersive Characteristic by Crumb Test	91500	$ 38.00	Each	9	$ 342.00
California Bearing Ratio	91900	$ 200.00	Each		$ -
One Dimensional Swell, Cohesive Soil	92200	$ 275.00	Each		$ -
OMD Standard Compaction	92300	$ 225.00	Each		$ -
				Laboratory Subtotal:	$ 3,235.00
BORING LOG PREPARATION					
Item		**Unit Rate**	**Unit**	**Quantity**	**Cost**
Principal Engineer	10100	$ 206.00	Hour	1	$ 206.00
Senior Engineer	10200	$ 175.00	Hour		$ -
Project Engineer	10300	$ 149.00	Hour	1	$ 149.00
Graduate Engineer / Geologist	10400	$ 101.00	Hour	4	$ 404.00
Technician NICET IV	10500	$ 85.00	Hour		$ -
Engineering Assistant	11500	$ 50.00	Hour		$ -
				Boring Log Preparation Subtotal:	$ 759.00
ANALYSIS AND REPORT					
Item		**Unit Rate**	**Unit**	**Quantity**	**Cost**
Principal Engineer	10100	$ 206.00	Hour	2	$ 412.00
Senior Engineer	10200	$ 175.00	Hour	6	$ 1,050.00
Project Engineer	10300	$ 149.00	Hour		$ -
Graduate Engineer / Geologist	10400	$ 101.00	Hour	32	$ 3,232.00
Technician NICET IV	10500	$ 85.00	Hour		$ -
Engineering Assistant	11500	$ 50.00	Hour		$ -
				Analysis and Report Subtotal:	$ 4,694.00
				PROJECT TOTAL:	**$ 18,942.00**


Boring Location Plan - Avenue B
Borings B-1 through B-3: 15ft
Borings B-4 through B-6: 20ft
Borings B-7 through B-9: 25 ft
B-1
B-2
B-3
B-4
B-5
B-6
B-7
B-8
B-9
Legend
Bayside Community Center
Feature 1
Feature 2
Feature 3
Feature 4
Galveston Bay Inn
Katie's Bar
Lomeli Paving & Granding
Noah's Ark Restaurant & Palapa Bar on...
Galveston Bay Inn
Katie's Bar
Michoacán A Pedir De Boca Ice Cream Shop
Mobile RV Repair
No Forks
Lomeli Paving & Granding
Super Tobacco Mart
646
Jackson Ave
Baker Ave
Houx St
1st St
2nd St
3rd St
4th St
5th St
6th St
7th St
8th St
9th St
Avenue D
Avenue E
Orange St
Google Earth
Image © 2026 Airbus
1000 ft
N
313

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*26.

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

Contract Approval Request Form

To Be Completed by Requesting Department (#1-22)

1) **Date of Request:** 6/12/2026
2) **Contract Type:** Expense
3) **Renewal Contract:** No
4) **Department Name: Engineering**
5) **Department Contact: Michael Shannon**
6) **Description (language as it will appear on agenda): Authorizing County Judge to sign the engineering agreement with IDS Engineering Group for the Avenue B drainage improvements project submitted by the County Engineer**

7) **Fund Name and Number: 3015/Limited Tax Flood Control Bonds Series 2017 Fund**
8) **Cost Center: 296190/ Flood by Engineering**
9) **Ledger Account Summary: 5700000/ Capital Outlays**
10) **Spend Category: Flood Control/ Drainage**
11) **Project Worktag (when applicable): Ave B Drainage Improvements**
12) **Grant Worktag (when applicable):**
13) **Vendor: IDS Engineering**
14) **Vendor Contract Number: ☐ Yes ☐ No:** Click or tap here to enter text.

Expenditure Budget/Revenue Projections

15) **Budget Amendment Requested: ☐ Yes ☐ No (if yes, provide BA request details):** Click or tap here to enter text.
16) **Current Year Budgeted: 1,210,000**
17) **Current Year Projected: 374,460.00**
18) **Year 2:**
19) **Year 3:**
20) **Year 4:**
21) **Year 5:**
22) **Totals: 374,460.00**

To Be Completed by Purchasing Department

23) **Contract Start Date:** Click or tap to enter a date.
24) **Auto Renewal Contract:** Choose an item.
25) **Bid No:**

26) Contract End Date: Click or tap to enter a date.

27) Contract # Issued by Purchasing Department:

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Michael Shannon	Approve	6/12/26 2:49 pm
2	Melissa Fleming	Delegated	6/12/26 2:49 pm
Notes:	Delegated: Out Of Office		
3	Ashley Clark	Approve	6/14/26 4:32 pm
4	Francisco Rodriguez	Approve	6/15/26 1:58 pm
5	Rodolfo Gomez	Escalated	6/17/26 5:18 pm
6	Christian Monterrubio	Approve	6/18/26 2:04 pm
7	Diana Huallpa	Approve	6/22/26 3:37 pm
8	Sergio Cruz	Approve	6/22/26 4:31 pm
9	Veronica Van Horn	Approve	6/25/26 6:06 pm

State of Texas §
§
County of Galveston §

AGREEMENT FOR ENGINEERING SERVICES

PARTIES

This Agreement for Engineering Services (the "Agreement") is made and entered into by and between the County of Galveston, a political subdivision of the State of Texas, acting by and through its Galveston County Commissioners Court (the "County"), and **IDS Engineering Group** (the "Engineer"), each of whom is a Party hereto and who are collectively referred to herein as the Parties.

RECITALS

The County conducted a Request for Qualifications, Number RFQ 25-079, entitled "Professional Services for Future Engineering Projects" (the "RFQ"), to procure professional services for the **Avenue B Paving and Drainage Improvements from 10th Street to northeast of Boulevard Street** project within the County (the "Project"), which is further described herein and which such services are within the scope of the practice of engineering.

The Engineer timely submitted a statement of qualifications in the RFQ, is a licensed engineer in the State of Texas, and wishes to perform said services.

Now Therefore, for and in consideration of the covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

CONTRACTUAL UNDERTAKINGS

SECTION I
RETENTION OF ENGINEER

The County, by and through this Agreement, retains the Engineer to perform professional engineering services in connection with the Project, and the Engineer, by and through this Agreement, agrees to perform said professional engineering services in connection with the Project.

This Agreement means this document (pages 1 through 9), the RFQ, which includes but is not limited to any addenda thereto, if any, the Engineer's response in the RFQ (i.e., its' statement of qualifications, certifications, affidavits, and vendor information), and all Exhibits affixed hereto, if any, all of which are incorporated herein for all purposes. Exhibits to be physically affixed, if any, shall be affixed following the signature/execution page of this Agreement. The RFQ, all addenda therein, if any, and Engineer's response therein shall be retained in the Galveston County Purchasing Agent's Office.

SECTION II
CHARACTER AND EXTENT OF SERVICES

The Engineer shall render professional engineering services necessary for the development of the Project, limited to the following and performed in accordance with existing local, State and Federal regulations, as set out in the Scope of Services attached hereto as Exhibit "A".

The Scope of Services and Response attached hereto as Exhibit "A" is also made a part of this Agreement for all purposes. But, if any terms of Exhibit "A" conflicts with any existing State of Texas, Texas Department of Transportation, local, or Federal laws, rules or regulations, the State, Federal or local laws, rules or regulations shall control.

The character and extent of services outlined above shall be considered complete upon approval by County, acting by and through its County Engineer, of the various drawings, data and tasks outlined in Exhibit "A".

All Services provided by Engineer shall be of good quality and shall be performed in a professional manner. The standard of care for all professional engineering and related Services performed or furnished by Engineer and the Response under this Agreement will be the care and skill ordinarily used by other competent engineers practicing under the same or similar circumstances and professional license. Engineer will re-perform any Services not meeting this standard without additional compensation. Engineer will perform its services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

Additional services that may be required after approval of these documents by the County, or required by State or Federal regulations published in the State or Federal Register after the date of execution of this Agreement, shall not be considered as covered by the maximum amount payable under this Contract as provided in Section V. Compensation for such extra services shall be as provided in Section V except that the maximum amount payable shall be revised by agreement between County and Engineer.

SECTION III
PERIOD OF SERVICES

This Agreement shall be effective upon execution by the County and by the Engineer, with the date of the Party signing last in time, and shall remain in force until satisfactory completion of all services described herein or termination under the provisions hereinafter provided in section VIII.

After execution of Agreement, Engineer shall submit a Project Time Schedule to the County Engineer, which shall be diligently followed during performance of services. It is understood by the County that the Engineer will make every effort to expedite completion of the Project.

SECTION IV
COORDINATION WITH THE COUNTY

The Engineer agrees to perform the services diligently after authorization to proceed. The Engineer agrees to perform all other services diligently and within the agreed upon time schedule.

The Engineer shall hold periodic conferences with the County Engineer to the end that the Project, as perfected, shall have full benefit of the County's experience and knowledge of existing needs and facilities and be consistent with the County's current policies and construction standards. To implement this coordination, the County Engineer shall make available to the Engineer for use in the Project, all existing plans, maps, field notes, statistics, computations and other data in its possession relative to the Project. Engineer shall submit a monthly progress report of project status to the County Engineer and the County Engineer is the County's designated point of contact for this Agreement.

SECTION V
THE ENGINEERS'S COMPENSATION

As set forth in Exhibit "A" attached hereto, the County shall compensate the Engineer for services performed under this Agreement per the compensation amounts shown in Exhibit "A" for design and construction phase services.

Notwithstanding the foregoing, the maximum amount payable under this Contract is **$374,460.00** including expenses. The maximum amount payable may be revised in the event of changes in extent, complexity, or character of work requiring such revisions upon the prior mutual, written agreement by the County and the Engineer. No revisions in the maximum amount payable will be permitted unless previously authorized in writing by the County.

Payments to the Engineer for authorized services will be made by the County within 45 calendar days upon presentation of monthly statements by the Engineer to the County reflecting Engineer's performance of such services, unless disputed by the County Additionally, the County agrees that it shall review the monthly statements and if disputing, shall notify the Engineer of the County's dispute no later than thirty (30) days after the County's receipt of the monthly statement. All remittances shall be mailed or delivered to Engineer's office. Engineer further agrees that all monthly statements shall detail its services under this Agreement and, if this Agreement is funded through Federal dollars, comply with applicable Federal requirements associated with costs.

SECTION VI
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes ("Documents") belong to and remain the property of the County, in consideration of which it is mutually agreed that the County will use them solely in connection with the Project or as required by law, save with the express consent of the Engineer. The Engineer may retain copies of such Documents.

County contracts are subject to all legal requirements provided by county, state or federal statutes, rules and regulations.

Engineer acknowledges that Galveston County is a governmental entity which conducts its meetings in accordance with the Texas Open Meetings Act and whose certain records are available to the public under the Texas Public Information Act. In accordance with Title 5, Chapters 551 and 552 of the Texas Government Code, this Agreement is an open record under the Public Information Act and as such, will be discussed and voted upon in a public meeting. Any request made to either inspect or acquire a copy of this Agreement or the Documents produced as a result of this Agreement will not violate the terms of this Agreement.

SECTION VII
DISPUTE RESOLUTION

If a dispute arises out of or relates to a breach of this Agreement, and if the dispute cannot be settled through negotiation, then the Engineer and the County agree to submit the dispute to mediation. In the event the Engineer or the County desires to mediate any dispute, it shall notify the other Party in writing of the dispute desired to be mediated. If the Parties are unable to resolve their differences within ten days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the Parties mutually agree in writing to extend the time between receipt of notice and submission of mediation. The expenses of the mediator shall be shared 50 percent by the Engineer and 50 percent by the County. This requirement to seek mediation shall be a condition required before filing an action at law or in equity.

SECTION VIII
TERMINATION

The County may terminate the Agreement with or without cause, or for convenience by giving to the Engineer at least thirty (30) calendar days' advance notice in writing. Upon receipt or delivery of such notice, the Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement showing in detail, the services performed under this Agreement to the date of termination.

The County shall then pay the Engineer promptly for that portion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under the Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed surveys, reports, designs, plans, specifications and all other documents prepared under this Agreement shall be delivered to the County Engineer when and if this agreement is terminated, but subject to the restrictions, as to their use, as set forth in Section VI.

SECTION IX
INSURANCE

The Engineer shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.

The Engineer shall, upon request by the County, furnish certificates of insurance to the County evidencing compliance with the insurance requirements herein. Certificates shall indicate name of the Engineer, name of insurance company, policy number, and terms and limits of coverage. The Engineer shall cause its insurance companies to provide the County with at least thirty (30) days' prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. The Engineer shall obtain such insurance from such companies having a Best's rating of B+/VII or better, licensed or approved to transact business in the state in which the Services shall be performed, Texas, and shall obtain such insurance of the following types and minimum limits.

a. Workers' Compensation insurance in accordance with the Laws of the State of Texas, or state of hire/location of Services, and Employer's Liability coverage with a limit of not less than $500,000 each employee for Occupational Disease; $500,000 policy limit for Occupational Disease; and Employer's Liability of $500,000 each accident.

b. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability, Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

$2,000,000	general aggregate limit
1,000,000	each occurrence, combined single limit
1,000,000	aggregate Products, combined single limit
1,000,000	aggregate Personal Injury/Advertising Liability
50,000	Fire Legal Liability
5,000	Premises Medical

c. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

d. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than $1,000,000 each occurrence combined single limit.

e. Professional Liability insurance with limits not less than $1,000,000 each claim/annual aggregate.

The County and the County's agents and employees shall be added as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e". All policies written on behalf of the Engineer shall contain a waiver of subrogation in favor of the County and the County's agents and employees, with the exception of insurance required under paragraph "e". Additionally, the Contractor's commercial general liability insurance must provide any defense provided by the policy to Galveston County, its officials, employees, and agents.

SECTION X
VENUE AND CHOICE OF LAW

This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas. Venue shall lie exclusively in a court of competent jurisdiction in Galveston County,

Texas.

SECTION XI
ADDRESS OF NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement to be mailed or delivered to Engineer shall be to the following address:

Name:	Carrol Harrison, PE, PMP, ENV SP
Title:	Vice President of Public Works
Mailing Address:	13430 Northwest Freeway Suite 700 Houston, Texas 77040

All notices and communications under this Agreement to be mailed or delivered to the County shall be to the following address:

Mark Henry, Galveston County Judge
Galveston County Courthouse
722 Moody, 2nd Floor
Galveston, Texas 77550

With a copy to:

Michael Shannon, PE, CFM,
Galveston County Engineer
722 Moody, 1st Floor
Galveston, Texas 77550

SECTION XII
SECTION CAPTIONS

Each section under the contractual undertakings has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any section or in any way determine its interpretation or application.

SECTION XIII
SUCCESSORS AND ASSIGNS

The County and the Engineer each binds itself and its successors, and assigns to the other Party of this Agreement and to the successors, and assigns of such other Party in respect to all provisions of this Agreement. Except as above, neither the County nor the Engineer shall assign, subcontract, or otherwise transfer their interest in this Agreement without the prior written consent of the other Party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto.

SECTION XIV
ADDITIONAL TERMS

14.1 PROCUREMENT REQUIREMENTS

Engineer shall comply with all applicable local, State, and Federal laws, rules, regulations, orders, and ordinances. This includes, but is not limited to, that Engineer shall comply with the Galveston County Purchasing Policies & Procedures Manual approved by Order of the Commissioners Court on March 7, 2018, including without limitation, applicable provisions within Chapter Nine of said Manual as this contract is made pursuant to a federal award.

14.2 CONFLICT OF INTEREST

a. No member of the County's governing body, and no employee, officer, or agent of the County shall participate in the selection or in the award of administration of a subcontract supported by grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when: 1.) the employee, officer, or agent, 2.) any member of his or her immediate family, 3.) his or her partner, or 4.) any organization which employs, or is about to employ any of the above; has a financial or other interest in the firm or person selected to perform the subcontract.

b. In all cases not governed by Subsection (a) of this Section, no person specified in subsection (c) of this Section, who exercises any functions or responsibilities in connection with the planning and carrying out of the project, or who are in a position to participate in decision making process or gain inside information with regard to activities under this Agreement as Amended, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure or for (1) year thereafter.

c. The conflict of interest provisions of Subsection (b) apply to any person who is an employee, agent, consultant, officer, elected official, or appointed official of the County or of the Contractor.

14.3 AUTHORITY TO BIND

Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this Agreement and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.

14.4 IMMUNITY RETAINED

The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.

14.5 NO THIRD PARTY BENEFICIARY

This Agreement inures only to the benefit of Galveston County and Contractor. This Agreement does not create, is not intended to create, and shall not be deemed or construed to create, any rights or benefits in third parties.

14.6 SEVERABILITY

If a provision contained in this Agreement is held invalid for any reason by a court of competent jurisdiction, the invalidity shall not affect other provisions of the Agreement that may be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

14.7 VALIDITY/ENFORCABILITY

If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitation, and as so modified, this Agreement shall continue in full force and effect.

***

Execution Page follows this Page

The Rest of this Page is Intentionally Left Blank

This Agreement is hereby EXECUTED by the Parties hereto in triplicate (three (3)) counterparts, each of which shall constitute an original, to be effective upon full execution with the date of the Party signing last in time.

Galveston County

By _____

Mark Henry
County Judge

Date Signed:_____

Attest:_____

Dwight D. Sullivan,
Galveston County Clerk

IDS Engineering Group

By Carol D. Harrison

Carrol Harrison, PE, PMP, ENV SP
Vice President of Public Works

6/8/2026

Date Signed:_____

IDS Engineering Group

May 28, 2026

Mr. Michael Shannon, P.E.
Galveston County Engineering Department
722 21st Street
Galveston, Texas, 77550

Reference: Revised Proposal for Professional Engineering and Project Management Services for Avenue B Paving and Drainage Improvements from 10th Street to northeast of Boulevard Street
IDS Project No: 1306-010-00

Dear Mr. Shannon:

IDS Engineering Group respectfully submits this revised proposal for the referenced project to include the professional engineering, drainage, utility coordination, and project management services.

This proposal includes the design, bid, and construction phase services for the paving and drainage improvements along Avenue B from 10th Street to northeast of Boulevard Street. The purpose of the project is to improve the conveyance of stormwater from this section of Avenue B to Trinity Bay, the stormwater outfall point.

The design phase will include development of design plans, cost estimates, and bidding sheet. The design phase deliverables will consist of four (4) submittals to the Galveston County Engineering Department; submittals will include 30%, 60%, 90% and 100%. IDS will also develop and maintain the project schedule during the design phase. Bid and construction phase services will include basic engineering support to the County and Construction Management team as described in this proposal.

The anticipated project schedule is included as Attachment A. The scope of services will be performed in accordance with current available project information and the information provided at the project scoping meeting held on Tuesday, April 24, 2026. Our services are listed below:

Basic Services

1. **Design Phase**
    a. Project Management
        i. Develop and maintain project schedule throughout the design phase of the project.
        ii. Coordinate, monitor, and manage the project consultants to ensure project milestones are maintained by monitoring progress and taking corrective action when necessary.
        iii. Assist in reviewing consultant proposals to ensure project scope is captured for current and future consultants that may be added at a later date.

b. Drainage
    i. The drainage analysis for the Avenue B project will focus on defining the general sheet flow patterns for the area and defining specific drainage areas along the corridor to support the storm sewer sizing and inlet locations. Drainage areas under preliminary conditions will consider a ½ block length offset from Avenue B, both north and south of the roadway. Following field review of the existing ditch network, LiDAR data and supplemental survey data, areas that are verified beyond the ½ block length will be identified as well. Basis of analysis and subsequent design will be based upon the following:

        - Galveston County Floodplain Management Regulations Dated August 2019
        - TxDOT Hydraulic Desing Manual dated September 2019

    ii. Specific work elements of the scope are:
        1. Utilizing LiDAR, field observations, and topographic survey define the following:
            a. Existing 100-year sheet flow pattern and ponding depths.
            b. Define storm sewer drainage areas.
        2. Based upon Rational Method, determine peak runoff based upon Galveston County parameters for the 2-year and 100-year storm events for two scenarios based upon Atlas 14 rainfall depths:
            a. Drainage areas based upon ½ block length offset from Avenue B.
            b. Expanded drainage area based upon observed field conditions and supplemental topography.
        3. Determine storm sewer sizing and inlet locations based upon the two scenarios for peak flow determination.
            a. Prepare layout for each scenario.
            b. Prepare storm sewer system cost estimate for each scenario.
            c. Includes the sizing of the outfall structure into the bay.
        4. Consult with Galveston County on the two scenarios so that Galveston County can provide feedback on desired sizing scenario.
        5. Document 2-year and 100-year flows and HGLs for the selected scenario in support of the civil construction plan package.
        6. Document all findings in a Drainage Memorandum, including an exhibit detailing pre and post project water surface elevations.

c. Paving Design
    i. The roadway within project limits, where storm sewer is installed, shall be removed and replaced. Paving design shall follow recommendations provided by the project geotechnical engineer, Geoscience Engineering & Testing, Inc.

d. Utility and Survey Coordination
    i. Submit records request to local utility companies and municipalities and incorporate relative utility information into the topographic survey.

    ii. Review the utility information collected in the field and that which is provided by the respective utility companies against the proposed project improvements.

    iii. Based on available information, develop a utility conflict table (UCT) for known utilities within the project limits. Coordinate with utility owners as needed to incorporate utility adjustments or design resolutions where conflicts may occur.

    iv. Once the survey services are completed, a pre-design site visit will be conducted with a scroll map of the topographic survey review existing site conditions.

e. Plans and Estimate
    i. Prepare four (4) submittals of the construction documents and quantity estimates for roadway paving and drainage improvements, 30%, 60%, 90% and 100% submittals, and meet with the County to review. The construction drawings will be prepared based on Galveston County's design standards using AutoCAD. Roadway construction drawings will be drawn at a scale of 1" = 20' on full size (22" x 34") sheets showing up to 500-feet of roadway on each sheet. Half size (11" x 17") sheets shall have a scale of 1" = 40'. Deliverables will be physical copies and an electronic version of the drawings in PDF format as outlined in the submittal descriptions below.

    ii. Milestone submittals shall consist of the following:
        1. 30% Submittal –
            a. Half size (11" x 17") set of drawings including:
                i. Cover sheet
                ii. Project Vicinity Map
                iii. Index
                iv. General Notes
                v. Project Layout
                vi. Typical Sections
                vii. Plan and Profiles (Existing conditions)
                viii. Traffic Control Phasing Plan
            b. Other Deliverables:
                i. Cost Estimate
                ii. Utility Conflict Table

2. 60% Submittal – Incorporate comments received from Galveston County 30% Submittal review
   a. Half size (11” x 17”) set of construction plans including:
      i. Cover sheet
      ii. Project Vicinity Map
      iii. Index
      iv. General Notes
      v. Project Layout
      vi. Typical Sections
      vii. Plan and Profile
      viii. Cross Sections (100 LF Spacing)
      ix. Traffic Control Phasing Plan
      x. Striping Plan
      xi. Storm Water Pollution Prevention Plan
      xii. Construction Details
   b. Other Deliverables:
      i. Cost Estimate
      ii. Utility Conflict Table

3. 90% Submittal – Incorporate comments received from Galveston County 60% Submittal review
   a. Half size (11” x 17”) set of construction plans including:
      i. Cover sheet
      ii. Project Vicinity Map
      iii. Index
      iv. General Notes
      v. Project Layout
      vi. Typical Sections
      vii. Plan and Profile
      viii. Cross Sections (100 LF Spacing)
      ix. Traffic Control Plan
      x. Striping Plan
      xi. Storm Water Pollution Prevention Plan
      xii. Outfall Details
      xiii. Construction Details
   b. Other Deliverables:
      i. Cost Estimate
      ii. Utility Conflict Table
      iii. Bid Form
      iv. Specification Table of Contents
      v. Special Specifications
      vi. Summary of Work

4. 100% Submittal – Incorporate comments received from Galveston County 90% Submittal review
    a. Half size (11" x 17") set of construction plans including:
        i. Cover sheet
        ii. Project Vicinity Map
        iii. Index
        iv. General Notes
        v. Project Layout
        vi. Typical Sections
        vii. Plan and Profile
        viii. Cross Sections (100 LF Spacing)
        ix. Traffic Control Plan
        x. Striping Plan
        xi. Storm Water Pollution Prevention Plan
        xii. Outfall Details
        xiii. Construction Details
    b. Other Deliverables:
        i. Cost Estimate
        ii. Utility Conflict Table
        iii. Bid Form
        iv. Specification Table of Contents
        v. Special Specifications
        vi. Summary of Work
            1. Project manual to be prepared by assembled by Galveston County Purchasing.

iii. After the 30%, 60%, and 90% plan submittals, IDS shall attend a comment resolution meeting to review and discuss comments provided by Galveston County

2. Environmental Permitting Support – Develop exhibits and coordinate with environmental subconsultant for permitting efforts as needed**.** Scope to be further detailed at a later date.

3. Bid and Construction Phase Services

a. Attend Pre-Bid meeting. Meeting will be conducted by Galveston County Purchasing.

b. Assist Galveston County in answering questions from Contractors that pertain to the design of the project.

c. Assist Galveston County in preparing any Addenda, if required.

d. Review the Bid Tab and provide Galveston County with a contractor recommendation for contract award.

e. Construction deliverables to Contractor will be one (1) full-size (22" x 34") set of drawings, three (3) half-size (11" x 17") set of drawings (paper copies) and an electronic version of the drawings in PDF format.

f. Attend preconstruction meeting. Meeting will be conducted by Galveston County Construction Manager.

g. Review and respond to Requests for Information (RFIs) and Submittals as required.

h. Assist Construction Manager by providing services of the Engineer during construction to review and make recommendation for change orders and applications for payment.

i. Attend monthly progress meetings and prepare minutes of the meeting on behalf of the Construction Manager.

Services Not Included

- Surveying services including topographic and boundary surveys, survey control sheets, mean high water elevation, metes and bounds descriptions
- Geotechnical services including bore collections, geotechnical analysis, and development of a geotechnical report with design recommendations.
- Environmental services including wetland delineation, threatened and endangered species habitat assessment, cultural resources desktop review, permit support and application.
- Construction observation and management services including an on-site construction inspector, contractor coordination, pay app development, planning and hosting construction progress meetings including substantial completion site visit, negotiating change orders, and maintaining construction schedule.
- Construction materials testing.
- Additional design efforts for roadways and roadway segments not listed in this proposal.

Compensation

We propose to provide the Design Services for the lump sum estimated fees itemized below. These services will be invoiced monthly based on the percent of services completed. We propose to perform the Environmental Permitting Support and Bid/Construction Phase Services on an Hourly Basis for the estimated fees summarized below. These services will be invoiced monthly based on effort expended and billed in accordance with the rate sheet shown in Attachment B.

Item 1	Design	$297,930.00	*Lump Sum*
Item 2	Environmental Permitting Support	$20,160.00	*Hourly*
Item 3	Bid / Construction Phase Services	$56,370.00	*Hourly*
Total Basic Services		**$374,460.00**	**(Estimated)**

All lump sum fee services will be invoiced monthly based on a percentage of work complete. Hourly fee services will be invoiced monthly based on effort expended and billed per the Rate Schedule in Attachment A. The total estimated fee for basic services included in this proposal is **$374,460.**

We appreciate the opportunity to present this proposal to Galveston County. If you need additional information in support of this proposal, please contact us at 713.462.3178.

Respectfully submitted,

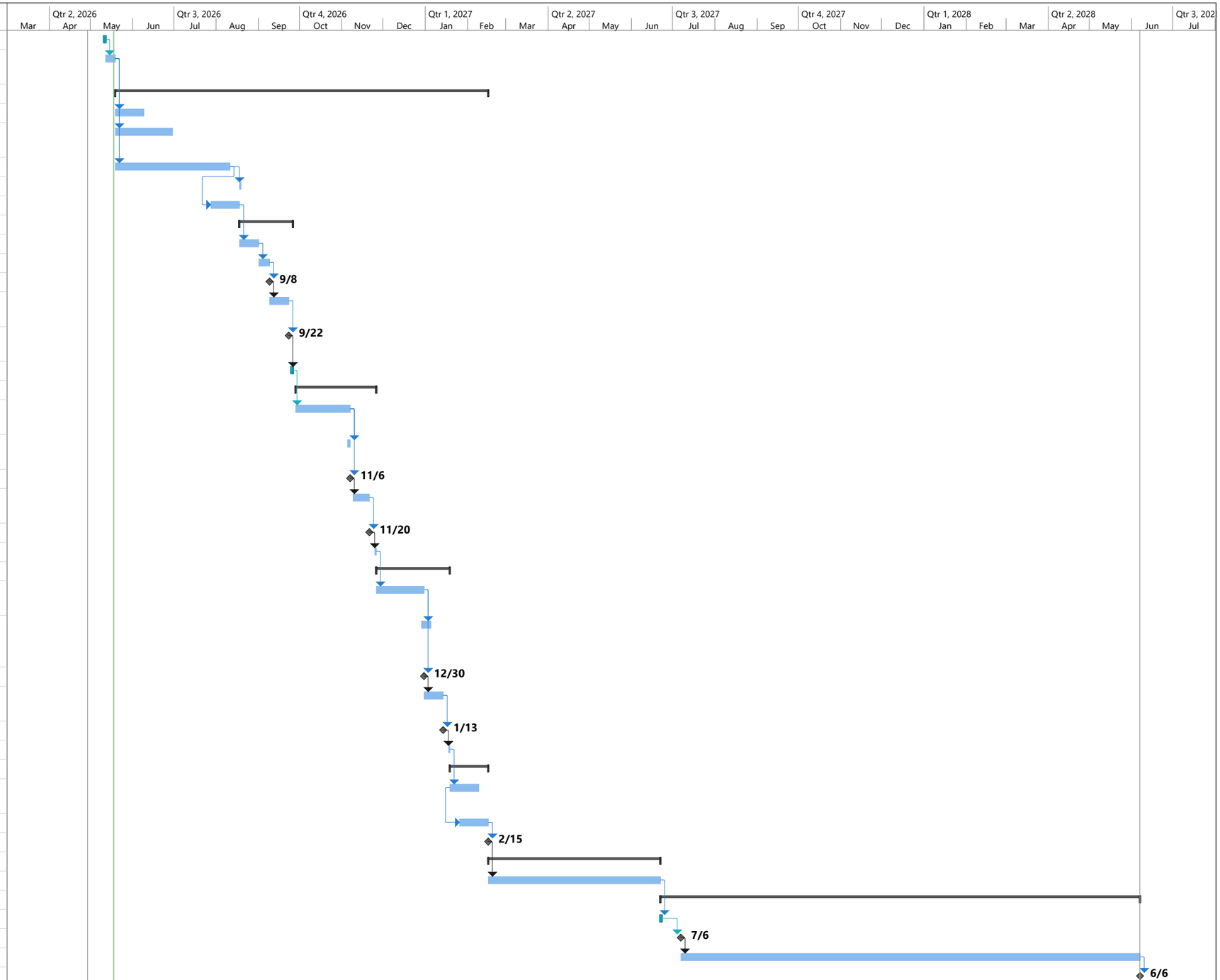
Coy. P. Custer, P.E., ENV SP
Director

Carol D Harrison, P.E., PMP, ENV SP
Vice President of Public Works

Attachments:
Attachment A – Project Schedule
Attachment B – Hourly Rate Table
Attachment C – Level of Effort

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ID	Task Name	Duration	Start	Finish	Predecessors
1	Notice to Proceed	1 day	Mon 5/11/26	Mon 5/11/26	
2	Project Start-Up and Consultant Coordination	5 days	Tue 5/12/26	Mon 5/18/26	1
3	**Design**	**195 days**	**Tue 5/19/26**	**Mon 2/15/27**	
4	Geotechnical Field Work & Re	15 days	Tue 5/19/26	Mon 6/8/26	2
5	Private Utility Record Drawing Request	30 days	Tue 5/19/26	Mon 6/29/26	2
6	Topographic Survey	60 days	Tue 5/19/26	Mon 8/10/26	2
7	Survey-in-hand Site Visit	1 day	Tue 8/18/26	Tue 8/18/26	6FS+5 days
8	Drainage Analysis	15 days	Tue 7/28/26	Mon 8/17/26	6FS-10 days
9	**30% Submittal**	**29 days**	**Tue 8/18/26**	**Fri 9/25/26**	
10	Prepare 30% Schematic	10 days	Tue 8/18/26	Mon 8/31/26	8
11	Internal QA/QC	6 days	Tue 9/1/26	Tue 9/8/26	10
12	Submit 30% Schematic	0 days	Tue 9/8/26	Tue 9/8/26	11
13	Galveston County (GC) 30% Review	10 days	Wed 9/9/26	Tue 9/22/26	12
14	Receive GC 30% Schematic Comments	0 days	Tue 9/22/26	Tue 9/22/26	13
15	Comment Resolution Mtg	1 day	Fri 9/25/26	Fri 9/25/26	14FS+2 days
16	**60% Submittal**	**43 days**	**Mon 9/28/26**	**Wed 11/25/26**	
17	Address 30% Comments and prepare 60% Plans	30 days	Mon 9/28/26	Fri 11/6/26	15
18	Construction Cost Estimate & Utility Conflict List	2 days	Thu 11/5/26	Fri 11/6/26	17FS-2 days
19	Submit 60% Plans	0 days	Fri 11/6/26	Fri 11/6/26	17
20	Galveston County (GC) 60% Review	10 days	Mon 11/9/26	Fri 11/20/26	19
21	Receive GC 60% Comments	0 days	Fri 11/20/26	Fri 11/20/26	20
22	Comment Resolution Mtg	1 day	Wed 11/25/2	Wed 11/25/26	21FS+2 days
23	**90% Submittal**	**38 days**	**Thu 11/26/2**	**Mon 1/18/27**	
24	Address 60% Comments and prepare 90% Plans	25 days	Thu 11/26/26	Wed 12/30/26	22
25	Project Manual, Construction Cost Estimate, & Utility Conflict	5 days	Tue 12/29/26	Mon 1/4/27	24FS-2 days
26	Submit 90% Plans	0 days	Wed 12/30/2	Wed 12/30/26	24
27	Galveston County (GC) 90% Review	10 days	Thu 12/31/26	Wed 1/13/27	26
28	Receive GC 90% Comments	0 days	Wed 1/13/27	Wed 1/13/27	27
29	Comment Resolution Mtg	1 day	Mon 1/18/27	Mon 1/18/27	28FS+2 days
30	**Final (100%) Submittal**	**20 days**	**Tue 1/19/27**	**Mon 2/15/27**	
31	Address 90% Comments and Prepare Final Plans	15 days	Tue 1/19/27	Mon 2/8/27	29
32	Prepare Project Manual	15 days	Tue 1/26/27	Mon 2/15/27	31SS+5 days
33	Final Submittal	0 days	Mon 2/15/27	Mon 2/15/27	32
34	**Bid Phase**	**90 days**	**Tue 2/16/27**	**Mon 6/21/27**	
35	Advertisement/Bidding/Awar	90 days	Tue 2/16/27	Mon 6/21/27	33
36	**Construction Phase**	**251 days**	**Tue 6/22/27**	**Tue 6/6/28**	
37	Preconstruction Meeting	1 day	Tue 6/22/27	Tue 6/22/27	35
38	Construction NTP	0 days	Tue 7/6/27	Tue 7/6/27	37FS+10 days
39	Construction	12 mons	Wed 7/7/27	Tue 6/6/28	38
40	Final Completion	0 days	Tue 6/6/28	Tue 6/6/28	39



Project: Attachment A_Project S
Date: Mon 5/18/26

Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Manual Progress
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	
Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Progress	

IDS ENGINEERING GROUP
ENGINEERING AND SURVEYING SERVICES ON TIME AND MATERIALS BASIS

For and in consideration of the services to be rendered by the Engineer, the Owner, Client, or District, as applicable, shall pay, and the Engineer shall receive the compensation on a time and materials basis hereinafter set forth. Engineer will invoice Owner, Client, or District for services performed on a monthly basis.

Engineering Services performed on a time and materials basis would be based on the actual hourly billing rates for members of our staff. The following is a list of typical hourly billing rates for various staff categories:

ENGINEERING SERVICES TYPICAL BILLING RATE SCHEDULE

Staff Category	Typical Hourly Billing Rate
Principal	$350.00
Senior Project Manager	$300.00
Project Manager	$230.00
Design Manager	$235.00
Project Engineer	$200.00
Design Engineer	$175.00
Senior Designer	$200.00
GIS Technician	$145.00
CADD Technician	$145.00
Construction Manager	$320.00
Construction Observer	$170.00
Administrative	$135.00

In addition, certain expenses incurred by us in performing this assignment will be billed to the Owner, Client, or District at direct cost plus ten percent (10%). These include long distance telephone calls, reproduction costs, travel expenses including meals, lodging, use of automobile at current IRS rate per mile and airline fares. Certain subcontract services such as soil borings and tests will be billed to you at our direct cost plus ten percent (10%).

SURVEYING SERVICES TYPICAL BILLING RATE SCHEDULE

Staff Category	Typical Hourly Billing Rate
Survey Director (RPLS)	$285.00
Survey Manager (RPLS)	$235.00
Registered Surveyor (RPLS):	$215.00
Survey Coordinator	$175.00
Survey Technician	$145.00
Administrative	$135.00
Survey Crew	$275.00

Survey Crew rates are inclusive of all normal material, equipment, and vehicle costs, and we bill "portal to portal". Overtime rates, when required and approved by Owner, Client, or District, would be invoiced at 1.50 times the listed rates. Expenses for hourly per diems, hotel expenses, substantial or special materials and/or services or expenses required for specific projects, (e.g. delivery charges, reproduction costs, special property identification markers, specialized vehicle and equipment rentals, subcontracted labor and equipment for clearing, charges by public and private utilities for pipeline probing, subcontracted services by abstracting and/or title companies) will be billed at cost. Certain Surveying Services are subject to State and Local Sales Taxes which will be included on the invoice, in addition to billing rates and service charges.

DESCRIPTION/JOB CATEGORY (max # of personnel included in category)	PRINCIPAL	SR. PM	PROJ. MAN.	PROJ. ENG	DESIGN ENG	SR. DESIGNER	CAD TECH	ADMIN	TOTAL HOURS	TOTAL LABOR COST
Contract Labor Rates	$ 350.00	$ 300.00	$ 230.00	$ 200.00	$ 175.00	$ 200.00	$ 145.00	$ 135.00		
1. DESIGN PHASE (LUMP SUM)										
PROJECT MANAGEMENT										
Develop and maintain project schedule, coordinate and manage project consultants, coordinate with Owner throughout design phase, review consultant scope to ensure necessary scope is completed, Internal QA/QC (Assumes 9 months Design Phase)	12	30	120					36		
SUB-TOTAL HOURS	**12**	**30**	**120**	**0**	**0**	**0**	**0**	**36**	**198**	
TOTAL LABOR COSTS	**$ 4,200.00**	**$ 9,000.00**	**$ 27,600.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 4,860.00**		**$ 45,660.00**
DRAINAGE										
Define exisitng 100-yr conditions, determine peak runoff, determine proposed storm sewer sizing, determine outfall structure, develop drainage memo and exhibits based on findings	6		16	55			20	6		
SUB-TOTAL HOURS	**6**	**0**	**16**	**55**	**0**	**0**	**20**	**6**	**103**	
TOTAL LABOR COSTS	**$ 2,100.00**	**$ -**	**$ 3,680.00**	**$ 11,000.00**	**$ -**	**$ -**	**$ 2,900.00**	**$ 810.00**		**$ 20,490.00**
UTILITY AND SURVEY COORDINATION										
Records request, review topogrpahic survey, develop utility conflict table, conduct post-topogrpahic survey site visit		6	12	24			4	8		
SUB-TOTAL HOURS	**0**	**6**	**12**	**24**	**0**	**0**	**4**	**8**	**54**	
TOTAL LABOR COSTS	**$ -**	**$ 1,800.00**	**$ 2,760.00**	**$ 4,800.00**	**$ -**	**$ -**	**$ 580.00**	**$ 1,080.00**		**$ 11,020.00**
PLANS AND ESTIMATE										
30% Submittal (Plans, Cost Estimate, UCT)		10	20	35		45	30			
60% Submittal (Plans, Cost Estimate, UCT)		20	50	85		180	120			
90% Submittal (Plans, Cost Estimate, UCT, Bid Form Spec Table, Special Specs, Summary of Work)		20	40	60		120	80	20		
100% Submittal (Plans, Cost Estimate, UCT, Bid Form, Spec Table, Special Specs, Summary of Work)		10	20	40		40	30	20		
Comment Resolution Meeting (Assumes 3)		12	12	12						
SUB-TOTAL HOURS	**0**	**72**	**142**	**232**	**0**	**385**	**260**	**40**	**1131**	
TOTAL LABOR COSTS	**$ -**	**$ 21,600.00**	**$ 32,660.00**	**$ 46,400.00**	**$ -**	**$ 77,000.00**	**$ 37,700.00**	**$ 5,400.00**		**$ 220,760.00**
									DESIGN PHASE TOTAL	**$ 297,930.00**
2. ENVIRONMENTAL PERMITTING SUPPORT (HOURLY)										
ENVIRONMENTAL PERMITTING SUPPORT										
Develop Environmental Exhibits, coordinate with Environmental Subconsultant		5	12	25		40	20			
SUB-TOTAL HOURS	**0**	**5**	**12**	**25**	**0**	**40**	**20**	**0**	**102**	
TOTAL LABOR COSTS	**$ -**	**$ 1,500.00**	**$ 2,760.00**	**$ 5,000.00**	**$ -**	**$ 8,000.00**	**$ 2,900.00**	**$ -**		**$ 20,160.00**
3. BID AND CONSTRUCTION PHASE SERVICES (HOURLY)										
BID AND CONSTRUCTION PHASE										
Attend Prebid Meeting		4	4	4						
Assist GC with answering Bidder's Questions			4	8						
Assist GC with preparing addenda			2	4		16		4		
Review Bid tab and provide GC with contractor recommendations		1	2	4				2		
Attend Preconstruction Meeting		4	4	4						
Review and respond to RFIs and Submittals		4	12	24		8				
Assist CM by providing services of EOR during constriction to review and make recommendation for change orders and pay apps		2	4	8						
Attend monthly progress meetings and prepare meeting minutes (Assumes 1 meeting per month for 12-month constructoin duration)		12	48	48						
Attens Substantial Completion site visit and develop punchlist for Contractor completion		4	4	4				4		
SUB-TOTAL HOURS	**0**	**31**	**84**	**108**	**0**	**24**	**0**	**10**	**257**	
TOTAL LABOR COSTS	**$ -**	**$ 9,300.00**	**$ 19,320.00**	**$ 21,600.00**	**$ -**	**$ 4,800.00**	**$ -**	**$ 1,350.00**		**$ 56,370.00**
									BID AND CONSTRUCTION PHASE TOTAL	**$ 56,370.00**
									TOTAL BASIC SERVICES	**$ 374,460.00**

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*27.

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

Contract Approval Request Form

To Be Completed by Requesting Department (#1-22)

1) **Date of Request:** 6/12/2026
2) **Contract Type:** Expense
3) **Renewal Contract:** No
4) **Department Name: Engineering**
5) **Department Contact: Michael Shannon**
6) **Description (language as it will appear on agenda): Authorizing County Judge to sign the engineering agreement with MBCO Engineering, LLC for the Avenue B drainage improvements project submitted by the County Engineer**

7) **Fund Name and Number: 3015/Limited Tax Flood Control Bonds Series 2017 Fund**
8) **Cost Center:296190/Flood by Engineering**
9) **Ledger Account Summary: 5700000/Capital Outlays**
10) **Spend Category: Flood Control/Drainage Ave B Improvements**
11) **Project Worktag (when applicable):**
12) **Grant Worktag (when applicable):**
13) **Vendor: MBCO, LLC.**
14) **Vendor Contract Number: ☐ Yes ☐ No:** Click or tap here to enter text.

Expenditure Budget/Revenue Projections

15) **Budget Amendment Requested: ☐ Yes ☐ No (if yes, provide BA request details):** Click or tap here to enter text.
16) **Current Year Budgeted: 1,210,000**
17) **Current Year Projected: 94,318.00**
18) **Year 2:**
19) **Year 3:**
20) **Year 4:**
21) **Year 5:**
22) **Totals: 94,318.00**

To Be Completed by Purchasing Department

23) **Contract Start Date:** Click or tap to enter a date.
24) **Auto Renewal Contract:** Choose an item.
25) **Bid No:**

26) Contract End Date: Click or tap to enter a date.

27) Contract # Issued by Purchasing Department:

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Michael Shannon	Approve	6/12/26 3:11 pm
2	Melissa Fleming	Delegated	6/12/26 3:11 pm
Notes:	Delegated: Out Of Office		
3	Ashley Clark	Approve	6/14/26 4:33 pm
4	Francisco Rodriguez	Approve	6/15/26 1:57 pm
5	Rodolfo Gomez	Escalated	6/17/26 5:18 pm
6	Christian Monterrubio	Approve	6/18/26 2:05 pm
7	Diana Huallpa	Approve	6/22/26 3:45 pm
8	Sergio Cruz	Approve	6/22/26 4:33 pm
9	Veronica Van Horn	Approve	6/25/26 6:04 pm

State of Texas §
§
County of Galveston §

AGREEMENT FOR ENGINEERING SERVICES

PARTIES

This Agreement for Engineering Services (the "Agreement") is made and entered into by and between the County of Galveston, a political subdivision of the State of Texas, acting by and through its Galveston County Commissioners Court (the "County"), and **MBCO Engineering, LLC** (the "Engineer"), each of whom is a Party hereto and who are collectively referred to herein as the Parties.

RECITALS

The County conducted a Request for Qualifications, Number RFQ 25-079, entitled "Professional Services for Future Engineering Projects" (the "RFQ"), to procure professional services for the **Avenue B Paving and Drainage Improvements from 10th Street to northeast of Boulevard Street** project within the County (the "Project"), which is further described herein and which such services are within the scope of the practice of engineering.

The Engineer timely submitted a statement of qualifications in the RFQ, is a licensed engineer in the State of Texas, and wishes to perform said services.

Now Therefore, for and in consideration of the covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

CONTRACTUAL UNDERTAKINGS

SECTION I
RETENTION OF ENGINEER

The County, by and through this Agreement, retains the Engineer to perform professional engineering services in connection with the Project, and the Engineer, by and through this Agreement, agrees to perform said professional engineering services in connection with the Project.

This Agreement means this document (pages 1 through 9), the RFQ, which includes but is not limited to any addenda thereto, if any, the Engineer's response in the RFQ (i.e., its' statement of qualifications, certifications, affidavits, and vendor information), and all Exhibits affixed hereto, if any, all of which are incorporated herein for all purposes. Exhibits to be physically affixed, if any, shall be affixed following the signature/execution page of this Agreement. The RFQ, all addenda therein, if any, and Engineer's response therein shall be retained in the Galveston County Purchasing Agent's Office.

SECTION II
CHARACTER AND EXTENT OF SERVICES

The Engineer shall render professional engineering services necessary for the development of the Project, limited to the following and performed in accordance with existing local, State and Federal regulations, as set out in the Scope of Services attached hereto as Exhibit "A".

The Scope of Services and Response attached hereto as Exhibit "A" is also made a part of this Agreement for all purposes. But, if any terms of Exhibit "A" conflicts with any existing State of Texas, Texas Department of Transportation, local, or Federal laws, rules or regulations, the State, Federal or local laws, rules or regulations shall control.

The character and extent of services outlined above shall be considered complete upon approval by County, acting by and through its County Engineer, of the various drawings, data and tasks outlined in Exhibit "A".

All Services provided by Engineer shall be of good quality and shall be performed in a professional manner. The standard of care for all professional engineering and related Services performed or furnished by Engineer and the Response under this Agreement will be the care and skill ordinarily used by other competent engineers practicing under the same or similar circumstances and professional license. Engineer will re-perform any Services not meeting this standard without additional compensation. Engineer will perform its services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

Additional services that may be required after approval of these documents by the County, or required by State or Federal regulations published in the State or Federal Register after the date of execution of this Agreement, shall not be considered as covered by the maximum amount payable under this Contract as provided in Section V. Compensation for such extra services shall be as provided in Section V except that the maximum amount payable shall be revised by agreement between County and Engineer.

SECTION III
PERIOD OF SERVICES

This Agreement shall be effective upon execution by the County and by the Engineer, with the date of the Party signing last in time, and shall remain in force until satisfactory completion of all services described herein or termination under the provisions hereinafter provided in section VIII.

After execution of Agreement, Engineer shall submit a Project Time Schedule to the County Engineer, which shall be diligently followed during performance of services. It is understood by the County that the Engineer will make every effort to expedite completion of the Project.

SECTION IV
COORDINATION WITH THE COUNTY

The Engineer agrees to perform the services diligently after authorization to proceed. The Engineer agrees to perform all other services diligently and within the agreed upon time schedule.

The Engineer shall hold periodic conferences with the County Engineer to the end that the Project, as perfected, shall have full benefit of the County's experience and knowledge of existing needs and facilities and be consistent with the County's current policies and construction standards. To implement this coordination, the County Engineer shall make available to the Engineer for use in the Project, all existing plans, maps, field notes, statistics, computations and other data in its possession relative to the Project. Engineer shall submit a monthly progress report of project status to the County Engineer and the County Engineer is the County's designated point of contact for this Agreement.

SECTION V
THE ENGINEERS'S COMPENSATION

As set forth in Exhibit "A" attached hereto, the County shall compensate the Engineer for services performed under this Agreement per the compensation amounts shown in Exhibit "A" for design and construction phase services.

Notwithstanding the foregoing, the maximum amount payable under this Contract is **$94,318.00** including expenses. The maximum amount payable may be revised in the event of changes in extent, complexity, or character of work requiring such revisions upon the prior mutual, written agreement by the County and the Engineer. No revisions in the maximum amount payable will be permitted unless previously authorized in writing by the County.

Payments to the Engineer for authorized services will be made by the County within 45 calendar days upon presentation of monthly statements by the Engineer to the County reflecting Engineer's performance of such services, unless disputed by the County Additionally, the County agrees that it shall review the monthly statements and if disputing, shall notify the Engineer of the County's dispute no later than thirty (30) days after the County's receipt of the monthly statement. All remittances shall be mailed or delivered to Engineer's office. Engineer further agrees that all monthly statements shall detail its services under this Agreement and, if this Agreement is funded through Federal dollars, comply with applicable Federal requirements associated with costs.

SECTION VI
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes ("Documents") belong to and remain the property of the County, in consideration of which it is mutually agreed that the County will use them solely in connection with the Project or as required by law, save with the express consent of the Engineer. The Engineer may retain copies of such Documents.

County contracts are subject to all legal requirements provided by county, state or federal statutes, rules and regulations.

Engineer acknowledges that Galveston County is a governmental entity which conducts its meetings in accordance with the Texas Open Meetings Act and whose certain records are available to the public under the Texas Public Information Act. In accordance with Title 5, Chapters 551 and 552 of the Texas Government Code, this Agreement is an open record under the Public Information Act and as such, will be discussed and voted upon in a public meeting. Any request made to either inspect or acquire a copy of this Agreement or the Documents produced as a result of this Agreement will not violate the terms of this Agreement.

SECTION VII
DISPUTE RESOLUTION

If a dispute arises out of or relates to a breach of this Agreement, and if the dispute cannot be settled through negotiation, then the Engineer and the County agree to submit the dispute to mediation. In the event the Engineer or the County desires to mediate any dispute, it shall notify the other Party in writing of the dispute desired to be mediated. If the Parties are unable to resolve their differences within ten days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the Parties mutually agree in writing to extend the time between receipt of notice and submission of mediation. The expenses of the mediator shall be shared 50 percent by the Engineer and 50 percent by the County. This requirement to seek mediation shall be a condition required before filing an action at law or in equity.

SECTION VIII
TERMINATION

The County may terminate the Agreement with or without cause, or for convenience by giving to the Engineer at least thirty (30) calendar days' advance notice in writing. Upon receipt or delivery of such notice, the Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement showing in detail, the services performed under this Agreement to the date of termination.

The County shall then pay the Engineer promptly for that portion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under the Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed surveys, reports, designs, plans, specifications and all other documents prepared under this Agreement shall be delivered to the County Engineer when and if this agreement is terminated, but subject to the restrictions, as to their use, as set forth in Section VI.

SECTION IX
INSURANCE

The Engineer shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.

The Engineer shall, upon request by the County, furnish certificates of insurance to the County evidencing compliance with the insurance requirements herein. Certificates shall indicate name of the Engineer, name of insurance company, policy number, and terms and limits of coverage. The Engineer shall cause its insurance companies to provide the County with at least thirty (30) days' prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. The Engineer shall obtain such insurance from such companies having a Best's rating of B+/VII or better, licensed or approved to transact business in the state in which the Services shall be performed, Texas, and shall obtain such insurance of the following types and minimum limits.

a. Workers' Compensation insurance in accordance with the Laws of the State of Texas, or state of hire/location of Services, and Employer's Liability coverage with a limit of not less than $500,000 each employee for Occupational Disease; $500,000 policy limit for Occupational Disease; and Employer's Liability of $500,000 each accident.

b. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability, Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

$2,000,000	general aggregate limit
1,000,000	each occurrence, combined single limit
1,000,000	aggregate Products, combined single limit
1,000,000	aggregate Personal Injury/Advertising Liability
50,000	Fire Legal Liability
5,000	Premises Medical

c. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

d. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than $1,000,000 each occurrence combined single limit.

e. Professional Liability insurance with limits not less than $1,000,000 each claim/annual aggregate.

The County and the County's agents and employees shall be added as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e". All policies written on behalf of the Engineer shall contain a waiver of subrogation in favor of the County and the County's agents and employees, with the exception of insurance required under paragraph "e". Additionally, the Contractor's commercial general liability insurance must provide any defense provided by the policy to Galveston County, its officials, employees, and agents.

SECTION X
VENUE AND CHOICE OF LAW

This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas. Venue shall lie exclusively in a court of competent jurisdiction in Galveston County,

Texas.

SECTION XI
ADDRESS OF NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement to be mailed or delivered to Engineer shall be to the following address:

Name: Callie Bletsch, PE
Title: Principal-in-Charge
Mailing Address: 14811 St. Mary's Lane
Suite 152
Houston, Texas 77079

All notices and communications under this Agreement to be mailed or delivered to the County shall be to the following address:

Mark Henry, Galveston County Judge
Galveston County Courthouse
722 Moody, 2nd Floor
Galveston, Texas 77550

With a copy to:

Michael Shannon, PE, CFM,
Galveston County Engineer
722 Moody, 1st Floor
Galveston, Texas 77550

SECTION XII
SECTION CAPTIONS

Each section under the contractual undertakings has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any section or in any way determine its interpretation or application.

SECTION XIII
SUCCESSORS AND ASSIGNS

The County and the Engineer each binds itself and its successors, and assigns to the other Party of this Agreement and to the successors, and assigns of such other Party in respect to all provisions of this Agreement. Except as above, neither the County nor the Engineer shall assign, subcontract, or otherwise transfer their interest in this Agreement without the prior written consent of the other Party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto.

SECTION XIV
ADDITIONAL TERMS

14.1 PROCUREMENT REQUIREMENTS

Engineer shall comply with all applicable local, State, and Federal laws, rules, regulations, orders, and ordinances. This includes, but is not limited to, that Engineer shall comply with the Galveston County Purchasing Policies & Procedures Manual approved by Order of the Commissioners Court on March 7, 2018, including without limitation, applicable provisions within Chapter Nine of said Manual as this contract is made pursuant to a federal award.

14.2 CONFLICT OF INTEREST

a. No member of the County's governing body, and no employee, officer, or agent of the County shall participate in the selection or in the award of administration of a subcontract supported by grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when: 1.) the employee, officer, or agent, 2.) any member of his or her immediate family, 3.) his or her partner, or 4.) any organization which employs, or is about to employ any of the above; has a financial or other interest in the firm or person selected to perform the subcontract.

b. In all cases not governed by Subsection (a) of this Section, no person specified in subsection (c) of this Section, who exercises any functions or responsibilities in connection with the planning and carrying out of the project, or who are in a position to participate in decision making process or gain inside information with regard to activities under this Agreement as Amended, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure or for (1) year thereafter.

c. The conflict of interest provisions of Subsection (b) apply to any person who is an employee, agent, consultant, officer, elected official, or appointed official of the County or of the Contractor.

14.3 AUTHORITY TO BIND

Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this Agreement and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.

14.4 IMMUNITY RETAINED

The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.

14.5 NO THIRD PARTY BENEFICIARY

This Agreement inures only to the benefit of Galveston County and Contractor. This Agreement does not create, is not intended to create, and shall not be deemed or construed to create, any rights or benefits in third parties.

14.6 SEVERABILITY

If a provision contained in this Agreement is held invalid for any reason by a court of competent jurisdiction, the invalidity shall not affect other provisions of the Agreement that may be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

14.7 VALIDITY/ENFORCABILITY

If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitation, and as so modified, this Agreement shall continue in full force and effect.

***

Execution Page follows this Page

The Rest of this Page is Intentionally Left Blank

This Agreement is hereby EXECUTED by the Parties hereto in triplicate (three (3)) counterparts, each of which shall constitute an original, to be effective upon full execution with the date of the Party signing last in time.

Galveston County

By _____

Mark Henry
County Judge

Date Signed: _____

Attest: _____

Dwight D. Sullivan,
Galveston County Clerk

MBCO Engineering, LLC

By Callie Bletsch

Callie Bletsch, PE
Principal-in-Charge

Date Signed: 6-10-2026

MBCO
ENGINEERING + SURVEYING

14811 St. Mary's Lane, Suite 152
Houston, Texas 77079
281.760.1656
MBCOEngineering.com
SBE/WBE
TBPELS Engineering Firm #F-16850
TBPELS Surveying Firm #10194810

SURVEY COST PROPOSAL

May 1, 2026

Mr. Michael C. Shannon, PE, CFM
Galveston County, TX Engineer
722 Moody Ave.
Galveston, Texas 77550
C/O Ms. Amber Forrest
Senior Managing Director
DCCM – via email – aforrest@dccm.com

RE: REV 2 - Avenue B, Bacliff Texas, Right-of-Way and Topographic Survey

Mr. Shannon,

We are pleased to provide this cost proposal regarding the above-referenced project. We understand you are requesting a design/topographic survey and ROW survey of the street as shown in Exhibit A below. The fees and services outlined herein are based on information provided in our recent Teams call and emails.

All surveying activities and deliverables performed by and or for Galveston County Office of the County Engineer will be performed in accordance with the most current laws and minimum standards of practice as promulgated by the Texas Board of Professional Engineers and Land Surveyors (TBPELS). This manual shall not reduce or minimize state laws in any way. TBPELS minimum standards of practice shall be applicable wherein this manual does not cover scoped work.

The Texas Society of Professional Surveyors (TSPS) developed the Manual of Practice for Land Surveying in the State of Texas, which has long been identified and accepted as the standard level of care for Land Surveying in the State of Texas. Furthermore, the TSPS Manual has developed various categories of Land Surveying, identifying standards and specifications for each. The TSPS manual can be found here: https://www.tsps.org/page/eManualofPractice.

SCOPE:

Existing Right-of-Way Maps (Cat. 1B Condition 2)

A. Provide deed and Plat research to determine existing rights-of-ways (ROWs) throughout the project route.
B. Send and track certified USPS mailings (based on Galveston County tax records) to the 2 private tracts adjoining the bay requesting right-of-entry for MBCO and our subcontractors.

C. Tie in property corners and block corners to define the existing right-of-ways. No missing boundary corners will be set.
D. Prepare right-of-way map of the existing right-of-way retracement in accordance with TSPS Category 1B, Condition II standards.

Deliverables: Signed, sealed, and dated right-of-way retracement map of the existing right-of-ways; Title reports if required.

Topographic Survey (Cat. 6 Condition 1)

A. Perform topographic survey for the following area for drainage design and improvements: Avenue B – **5,280 linear feet (approximately 150' width total) from 100' SW of 14th street to Galveston Bay** (**Exhibit A**).
B. The topographic survey shall extend from existing right-of-way to right-of-way and shall include an additional 50-foot offset beyond the existing public right-of-ways for elevation data and visible structures. This expanded coverage is intended to capture necessary drainage transitions and drainage features and will be limited to this scope, no on the ground investigation will be conducted outside of existing public ROW.
C. Survey will include determination of existing ROW within the project limits (to be shown on the topographic survey).
D. Establish locations and elevations of physical features including buildings, structures, culverts, ditches, signs, power poles, curbs, driveways, water meters, manholes, pedestals, ponds, light poles, traffic loops in pavement, and expansion within the proposed and existing right-of-way. The low wire elevation of overhead utilities both crossing and parallel shall be shown. Top of nut elevation for potable water meter valves.
E. Locate trees or Landscape trees with a diameter of 6" and larger shall be located within the existing public right-of-ways. Wooded/brushed areas shall be limited to an outlined area only. No Individual Trees shall be located on natural vegetation areas outside of the existing public ROW.
F. Include locations of electric risers as a CAD callout and layer in the survey deliverable.
G. Locate utility markings and up to 4 test holes provided by others.
H. On the ground survey will be conducted at a minimum of 100' within existing ROW to QA/QC LiDAR collected data.

Deliverables: 2D CADD file in Plan view showing spot elevations, ASCII point file, 22" x 34" 1" = 20' plan sheets. (using latest MBCO template). DTM model with detail to deliver 0.5' contours.

Survey Control

A. Horizontal Survey Control shall be referenced to the Texas State Plane Coordinate System, South Central Zone, NAD83 (2010).
B. Vertical Control shall be based on GPS ties to the nearest existing Floodplain or NGS Reference Marker, NAVD 1988, 2001 Adj.
C. Provide adequate number of control points that are set and recoverable.

Deliverables: Survey Control will be shown directly on the topographic survey mapping (as well as a control table to be shown).

Coastal Boundary Survey

MBCO will team with Mr. Michael Hoover, RPLS, LSLS with Seacoast Surveyors, LLC to prepare a Coastal Boundary Survey which will evidence the location of approximately 150 linear feet of the line of Mean High Water of Galveston Bay situated in the Ed Payne Survey, Abstract Number 164, adjacent to Texas Submerged Land Tract Number 304, and further being located northeasterly of Boulevard Street near its intersection with Avenue "B", in Clifton By the Sea, a Subdivision or record at Book 11, Page 93, of the Galveston County Map Records (G.C.M.R.) in the City of Bacliff, Texas. The Texas Natural Resource Code, Chapter 33, Section 136 (f), states that a Coastal Boundary Survey is a survey that evidences the location of the shoreline of a body of tidally influenced water that existed prior to the commencement of any erosion response activity. Erosion response activity is defined in the Texas Natural Resource Code as beach nourishment, sediment management, beneficial use of dredged material, construction of breakwaters, dune creation or enhancement, or revegetation. It involves, in this instance, locating the Mean High Water line of Galveston Bay and documenting its location. The survey will be suitable for filing in both Galveston County and the Archives of the Texas General Land Office. The Surveyor will coordinate project methodology with the Surveying Department of the Texas General Land Office, provide all field work, oversight and management, prepare the survey drawing, submit the completed survey to the Texas General Land Office for review and comment, and ensure that the final approved survey is recorded both in Galveston County and the Texas General Land Office.

Deliverables:

Signed and Sealed Map, Drawing Paper Copy, PDF file
Signed and Sealed Legal Paper Copy, PDF file, Word
Description AutoCAD drawing (.dwg)

Aerial Drone LiDAR Survey

MBCO will team with Mr. Drew Disney with Top Flight DSP to fly, collect and process LiDAR Data.

Deliverables:

AutoCAD drawing (.dwg)
DTM Model with 0.5' contours
Planimetrics

SURVEY ASSUMPTIONS:

- No provision is made herein for inclement weather or other forces majeure which could affect cost or schedule.
- MBCO personnel will be granted access to all areas of the project. (MBCO will be utilizing newly acquired Drone Lidar to limit possible access to private property).
- DCCM to provide required scale, templates, borders, and title blocks along with the written NTP.

- Private right-of-entry (ROE) will be necessary for at least the 2 privately owned tracts adjoining Galveston Bay. MBCO cannot guarantee that these subject landowners will give specific permission for our access. Galveston County and DCCM may be called upon for assistance.

SCHEDULE:

Upon receipt of a signed contract and written notice-to-proceed (NTP), we can commence work within five business days and anticipate submittal of final deliverables within sixty (60) business days thereafter.

FEE:

Control/Topographic/Boundary Survey Billed on a Fixed Fee Basis……$82,470.00

Coastal Boundary Survey (Fixed Fee)……$3,500.00

LiDAR Fixed Fee (utilized to obtain design information due to limited access onto private properties) ……$7,348.00

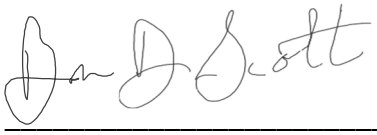
2 ($500.00 each) Title Reports Fixed Fee (necessary to obtain title related issues with the 2 private lots adjoining the bay) ……$1,000.00

Total Fees ……$94,318.00

MBCO will submit our invoices monthly based on the fees detailed above and will expect prompt payment within 30 days of invoice date.

We are certainly looking forward to working with you on this very important project. Should this proposal meet with your approval, please provide the appropriate Galveston County agreement for our review. When fully executed by both parties, we will require a written notice-to-proceed. Feel free to contact me with any questions. Thank you very much.

Sincerely,



Brian D. Scott, RPLS
Sr Project Manager
Email: brian.scott@mbcoengineering.com
Cell: 512-569-3217

EXHIBIT A

SITE – Avenue B (14th Street to Galveston Bay "State of Texas Property")



GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*28.

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

Consideration of approval to authorize the County Judge to execute Amendment No 4 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	Approve	6/28/26 4:05 pm
2	Veronica Van Horn	Approve	6/29/26 8:22 am
3	Dianna Martinez	Approve	6/29/26 11:45 am

Texas Commission on Environmental Quality

RESTORE ACT Subrecipient Reimbursement Contract

Texas City Hurricane Protection Levee Repair I

Amendment 4

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 June 30, 2026, to October 31, 2028. However, no expenditures made after the end of the Federal Award are eligible for reimbursement under this Contract unless and until the Federal Awarding Agency amends the Federal Award to extend the Project Period so that it covers the dates upon which such expenditures were made. Any expenditures made by the Performing Party during a time outside the Project Period of the Federal Award are wholly at the Performing Party's own risk.

2. The milestones and deliverables included in the Work Plan are revised and updated. (**See Attachment A**).

All terms, conditions, and requirements of the Contract that are not addressed in this Amendment No. 4 shall remain unchanged. This Amendment No. 4 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
Melissa Porter	_____
Name	Name
RESTORE Program Manager	_____
Title	Title
Date: _____	Date: _____

ATTACHMENT A

Milestones and Deliverables

MILESTONE / DELIVERABLE	TERM	COMPLETION
Development of RFP for Ph.2: Tide Gate Coating		June 30, 2026
Advertisement of RFP for Ph.2: Tide Gate Coating	1 Month	July 31, 2026
Evaluation and Award of RFP for Ph.2: Tide Gate Coating	2 Months	September 30, 2026
US Treasury Notice to Proceed (NTP) for Ph. 2: Tide Gate Coating	2 months	November 30, 2026
Ph. 2 Deliverable: New Bonded Coating for Texas City Tide Gate	21 Months	August 31, 2028
Project Closeout: Provide TCEQ required closeout documentation	1 Month	September 30, 2028

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*29.

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

Consideration of appointing a Special Commissioner to advertise for proposals for the sale of real property located in Galveston County, Texas, to an adjoining landowner, submitted by Legal Services Manager

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	6/29/26 11:55 am
2	Dianna Martinez	Approve	6/29/26 1:49 pm

On this, the 6th day of July 2026, the Commissioners' Court of Galveston County, Texas, convened in a regularly scheduled meeting with the following members thereof present:

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

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

Whereas, Texas Local Government Code Chapter 263 authorizes the Commissioners Court to sell real property owned by the County; and

Whereas, §263.001 permits the sale of real property through a public auction conducted by a Special Commissioner appointed by the Court; and

Whereas, §263.003 further authorizes the County to sell real property that is narrow strips of land, remnants, or parcels acquired for right-of-way purposes directly to an abutting or adjoining landowner when the Court determines that the property is no longer needed for County purposes; and

Whereas, Galveston County owns certain real property described as **Abst 161 J R Pace Sur Pt of Lot 51 (51-2) Orchard Place First Addn to Hitchcock**, which constitutes right-of-way or a remnant parcel not required for current or future County use; and

Whereas, the Commissioners Court finds that the property is suitable for conveyance to the abutting or adjoining landowner under Chapter 263 and that appointment of a Special Commissioner is necessary to conduct the sale and ensure compliance with statutory requirements.

Now, Therefore, the Commissioners' Court does hereby appoint Elizabeth Robertson, Special Commissioner, for the purpose of conducting the sale of the above-described real property in accordance with Texas Local Government Code Chapter 263.

Further, the Special Commissioner is authorized and directed to:

- Determine the abutting or adjoining landowner(s) eligible to purchase the property under Texas Local Government Code Chapter 263;
- Provide statutory notice of the proposed sale;
- Conduct the sale in compliance with Chapter 263, including any required auction procedures under §263.002 if applicable;
- Receive and record bids or offers;
- Prepare a written report of the sale results for submission to the Commissioners Court; and

- Perform all acts necessary to complete the sale and return the matter to the Court for final approval and execution of conveyance documents.

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 6th day of July 2026.

County of Galveston, Texas

By: _____
Mark A. Henry, County Judge

Attest:

_____
Dwight D. Sullivan, County Clerk

GAC 9815564 3 pgs

012-48-1508

QUITCLAIM DEED

STATE OF TEXAS §
§
§ KNOW ALL MEN BY THESE PRESENTS:
§
COUNTY OF GALVESTON §

THAT the Federal Deposit Insurance Corporation as Receiver for Mainland Savings Association ("Grantor"), whose legal address is 1910 Pacific Avenue, Dallas, Texas 75201, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) in hand paid by the Grantee named below, the receipt of which is hereby acknowledged, has QUITCLAIMED, and by these presents does QUITCLAIM, unto County of Galveston, all of its right, title and interest in and to the following described real property situation in Galveston County, Texas, to-wit:

See Exhibit "A" attached hereto and made part hereof.

TO HAVE AND TO HOLD all of its right, title and interest, if any, in and to the above described property and premises unto the Grantee, its successors and assigns forever, so that neither Grantor nor its successors shall have, claim or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof.

SIGNED on this 26 day of March, 1998.

FEDERAL DEPOSIT INSURANCE CORPORATION
As Receiver for Mainland Savings Association

By: _____
Douglas Woodward
Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

The foregoing instrument was acknowledged before me on this the 26 day of March, 1998, by Douglas Woodward, Attorney-in-Fact, Federal Deposit Insurance Corporation as Receiver for Mainland Savings Association.

GLORIA L. ADAMS
MY COMMISSION EXPIRES
September 23, 2000

Gloria L. Adams
Notary Public, State of Texas

012-48-1509

EXHIBIT "A"

Being 0.496 of one acre (21,605.76 square feet) of land, more or less, situated in the J. R. Pace Survey, Abstract 161, Galveston County, Texas, being a part of Lot 51, Orchard Place Subdivision, aka Orchard Place Addition, as shown on the plat thereof recorded in Volume 92, Page 462, Deed Records of Galveston County, Texas, said part of Lot 51 being conveyed in a deed from Construction Realty and Development Inc. to Mainland Savings Association, dated May 8, 1985 as recorded in Film Code #003-81-2302, Deed Records of Galveston County, Texas, hereinafter called Mainland #6 Tract, said 0.496 of one acre parcel being more particularly described by metes and bounds as follows:

BEGINNING at a found 3/8 inch iron rod for the southeast corner of said Mainland #6 Tract, same being the southeast corner of said Lot 51;

1) THENCE North 89 deg. 51 min. 00 sec. West along the South line of said tract, same being the South line of Lot 51, at a distance of 211.26 feet pass the proposed Southerly right-of-way line of F.M. 1764, in all a distance of 556.76 feet (called 556.75 feet) to a point on the existing Southerly right-of-way line of F.M. 1764, same being the beginning of a curve to the left having a radius of 1970.08 feet, whose center bears North 02 deg. 17 min. 58 sec. West at a distance of 1970.08 feet;

2) THENCE along said existing south right of way line and said curve to the left with a radius of 1,970.08 feet, a central angle of 16 deg. 32 min. 13 sec., a chord bearing and distance of North 79 deg. 25 min. 56 sec. East, 566.64 feet, for an arc distance of 568.61 feet (called 566.61 feet) to a found 1/2 inch iron rod for the northeast corner of said Mainland #6 Tract, same being a point on the East line of said Lot 51;

3) THENCE South 00 deg. 09 min. 00 sec. West along the East line of said tract and of said Lot 51, at a distance of 38.02 feet pass the proposed Southerly right-of-way line of F.M. 1764, in all a distance of 105.38 feet to the PLACE OF BEGINNING and containing 0.496 of one acre (21,605.76 square feet) of land, more or less.

FILED
96 FEB 17 PM 1:58
COUNTY CLERK
GALVESTON COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
S.A. DUITSCHER
2143
PROFESSIONAL
LAND SURVEYOR

11-4-94

FILED AND RECORDED 012-48-1510

OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

RECORDER'S MEMORANDUM

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

4-9-98 09:14 AM 9815564
PUCETT_A $11.00
Patricia Ritchie, County Clerk
GALVESTON COUNTY, TEXAS

✓ Return:

Right of Way Department
123 Rosenberg
Galveston, Texas 77550

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*30.

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

Consideration of approval of an order of abandonment & discontinuance of a portion of an unopened unnamed right-of-way in C. W. L'Hommedieu Survey Subdivision submitted by Platting & Right-of-Way

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	6/29/26 2:01 pm

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

ORDER OF ABANDONMENT & DISCONTINUANCE OF AN UNOPENED PORTION OF AN UNNAMED RIGHT OF WAY LOCATED IN THE C.W. L'HOMMEDIEU SURVEY SUBDIVISION, GALVESTON COUNTY, TEXAS

On this the 6th day of July, 2026, the Commissioners' Court of Galveston County, Texas, convened in a regularly scheduled session with the following members thereof present:

MARK HENRY, County Judge;
DARRELL APFFEL, Commissioner, Precinct No. l;
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:

There came on to be heard the Application of Mark & Heidi Buehler and Jeff & Olivia Buehler, requesting the Commissioners' Court of Galveston County to adopt this Order of Abandonment and Discontinuance vacating, abandoning and closing that certain unopened and unused portion of right of way, more particularly described as follows, to-wit:

AS DESCRIBED ON EXHIBIT "A"

It appearing to the Court that the right of way described herein has never been opened or used as public right of way nor has the County of Galveston ever exercised any control, right of control, jurisdiction and dominion, either for itself or in behalf of the public generally, by working or spending money on the same or by any other act or in any other manner, nor has said right of way ever been opened by a jury of view; and it

further appearing that there is not now any public need for the opening and maintaining of said right of way by the County of Galveston and that the burdens and liabilities which would be imposed upon the County of Galveston, Texas, by opening and maintaining the same would not be justified by the advantages which the opening and maintenance of same would give to the public.

It further appears to the Court that if said right of way is abandoned, Petitioner is willing to pay to the County of Galveston the fair market value of the right of way, which the Court finds pursuant to written appraisal to be Seven Thousand Eight Hundred Twelve Dollars and no/100 ($7,812.00.00), together with Nine Hundred and Fifty Dollars and no/100 ($950.00) being the appraisal expenses incident to said abandonment. Petitioners understand this abandonment is subject, however, to any rights acquired by any private citizen by prescriptive easement, if any, as well as subject to both public utility or common carrier easements, and/or other easement(s), if any, of record and on the ground.

IT IS THEREFORE ORDERED AND DECREED that for and in consideration of the total sum of Eight Thousand Seven Hundred Sixty Two Dollars and no/100 ($8,762.00), the tract of land designated above be VACATED, ABANDONED, AND CLOSED as public right of way, and every claim or right of the County of Galveston or the general public has or may have in the unopened and unused rights of way described herein is hereby released and relinquished forever.

IT IS FURTHER ORDERED BY THE COURT that the foregoing Order be and it is hereby adopted and is made the Order of the Court and the Clerk will spread the same upon the minutes of the Court.

UPON MOTION OF COMMISSIONER _____, SECONDED BY COMMISSIONER _____, and unanimously carried and adopted by the affirmative vote of each and all of the members of the Court.

COUNTY OF GALVESTON, TEXAS

_____
Mark Henry, County Judge

ATTEST:

_____
Dwight D. Sullivan, County Clerk

ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF GALVESTON }

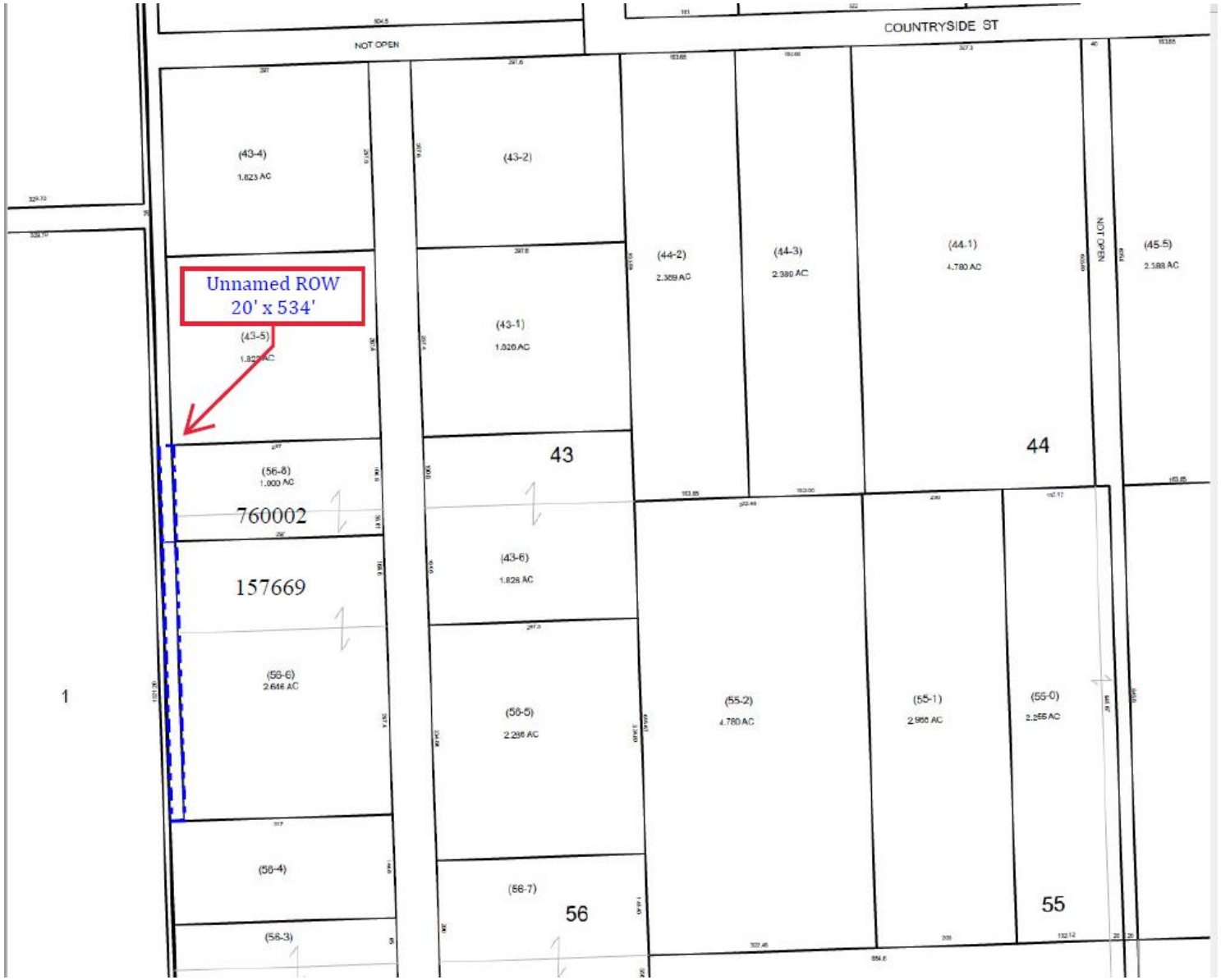
BEFORE ME, the undersigned, a Notary Public, on this day personally appeared MARK HENRY, County Judge of the County of Galveston, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said County of Galveston, a political subdivision of the State of Texas, that he was duly authorized to perform the same by appropriate resolution of the Galveston County Commissioners' Court and that he executed the same as the act of such body for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2026.

_____
Notary Public for the State of Texas
My Commission expires:

EXHIBIT "A"

Parcel 760002 – Mark & Heidi Buehler	20' x 137'
Parcel 157669 – Jeff & Olivia Buehler	20' x 397'



GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*31.

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

Consideration of approval of application from Benjamin Gaete, president of Ave D San Leon, LLC, for a partial replat of San Leon Farm Home Tracts subdivision submitted by Platting & Right-of-Way

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	6/29/26 1:38 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*32.

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

Consideration of approval of Peninsula Section 2 subdivision plat submitted by Platting & Right-of-Way

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	6/26/26 5:55 pm

STATE OF TEXAS - COUNTY OF GALVESTON

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

_____
BY MANAGER, JW TURNER

STATE OF TEXAS
COUNTY OF GALVESTON

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

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

_____
NOTARY PUBLIC, STATE OF TEXAS,
MY COMMISSION EXPIRES _____.

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

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

_____
DWIGHT D. SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY: _____DEPUTY

I, _____, COUNTY ENGINEER OF GALVESTON COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL OF THE EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE GALVESTON COUNTY COMMISSIONERS' COURT.

_____
COUNTY ENGINEER

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

_____
JOE GIUSTI
COMMISSIONER, PRECINCT NO. 2

_____
MARK HENRY
COUNTY JUDGE

THE ABOVE SUBDIVISION TITLED PENINSULA SECTION 2 AS MAPPED, APPROVED BY THE COMMISSIONERS COURT OF GALVESTON COUNTY, TEXAS, BY ORDER DATED _____20_____.

_____
DWIGHT D. SULLIVAN, COUNTY CLERK
GALVESTON COUNTY, TEXAS

BY: _____DEPUTY

STATE OF TEXAS
COUNTY OF GALVESTON

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

_____
JW TURNER, MANAGER

STATE OF TEXAS
COUNTY OF GALVESTON

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

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

_____
NOTARY PUBLIC, STATE OF TEXAS.
MY COMMISSION EXPIRES _____.

STATE OF TEXAS
COUNTY OF GALVESTON

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

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

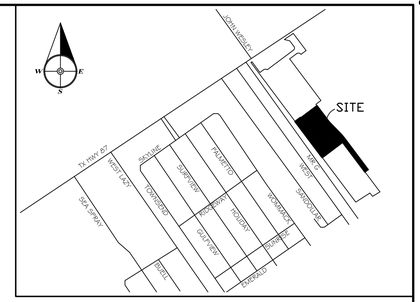
JOB# 21-0365
DRAWN BY BAM

BOUNDARY LINE TABLE					
#	BEARING	DISTANCE	#	BEARING	DISTANCE
L1	N 51° 51' 12" E	101.89'	L7	N 51° 51' 12" E	50.00'
L2	S 38° 08' 48" E	10.00'	L8	S 38° 08' 48" E	50.00'
L3	N 51° 51' 12" E	320.00'	L9	S 51° 51' 12" W	50.00'
L4	S 38° 08' 48" E	256.76'	L10	S 38° 08' 48" E	345.33'
L5	S 45° 23' 01" E	206.86'	L11	S 51° 51' 12" W	60.00'
L6	S 38° 08' 48" E	205.94'			

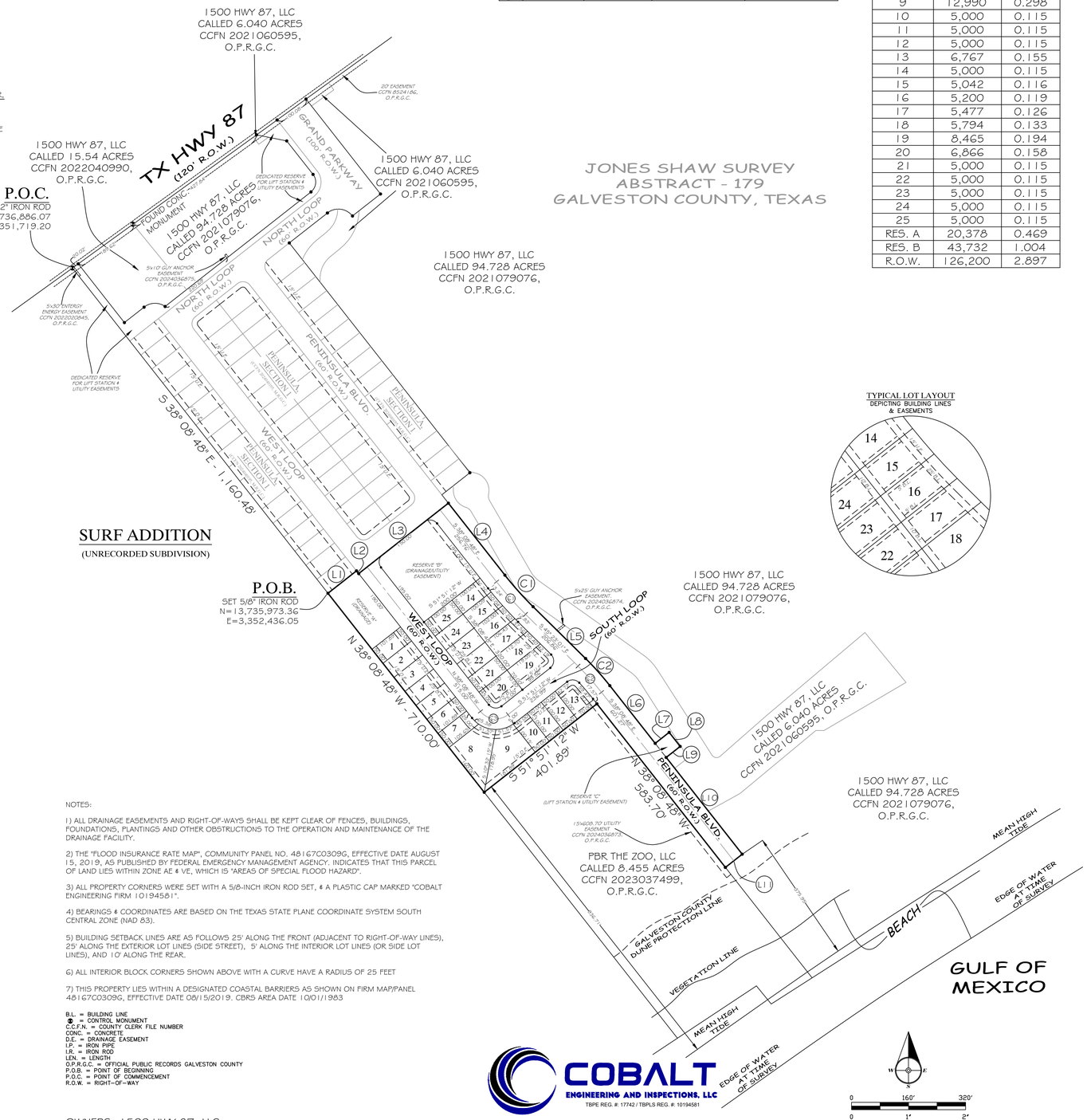
BOUNDARY CURVE TABLE				
#	RADIUS	ARC LEN.	CHORD BEARING	CHORD LENGTH
C1	940.00'	118.73'	S 41° 45' 55" E	118.65'
C2	810.00'	102.31'	S 41° 45' 55" E	102.24'

ROAD CENTERLINE CURVE TABLE				
#	RADIUS	ARC LEN.	CHORD BEARING	CHORD LENGTH
℄1	970.00'	122.52'	S 41° 45' 55" E	122.44'
℄2	780.00'	98.52'	S 41° 45' 55" E	98.45'
℄3	55.00'	86.39'	N 83° 08' 48" W	77.78'

ACREAGE TABLE		
LOT #	SQ. FT.	ACRE
1	5,095	0.117
2	5,095	0.117
3	5,095	0.117
4	5,095	0.117
5	5,095	0.117
6	5,095	0.117
7	5,126	0.118
8	12,831	0.294
9	12,990	0.298
10	5,000	0.115
11	5,000	0.115
12	5,000	0.115
13	6,767	0.155
14	5,000	0.115
15	5,042	0.116
16	5,200	0.119
17	5,477	0.126
18	5,794	0.133
19	8,465	0.194
20	6,866	0.158
21	5,000	0.115
22	5,000	0.115
23	5,000	0.115
24	5,000	0.115
25	5,000	0.115
RES. A	20,378	0.469
RES. B	43,732	1.004
R.O.W.	126,200	2.897



VICINITY MAP
SCALE: 1" =1000'



JONES SHAW SURVEY
ABSTRACT - 179
GALVESTON COUNTY, TEXAS

TYPICAL LOT LAYOUT
DEPICTING BUILDING LINES & EASEMENTS

NOTES:

1) ALL DRAINAGE EASEMENTS AND RIGHT-OF-WAYS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, FOUNDATIONS, PLANTINGS AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.

2) THE "FLOOD INSURANCE RATE MAP", COMMUNITY PANEL NO. 48167C0309G, EFFECTIVE DATE AUGUST 15, 2019, AS PUBLISHED BY FEDERAL EMERGENCY MANAGEMENT AGENCY, INDICATES THAT THIS PARCEL OF LAND LIES WITHIN ZONE AE & VE, WHICH IS "AREAS OF SPECIAL FLOOD HAZARD".

3) ALL PROPERTY CORNERS WERE SET WITH A 5/8-INCH IRON ROD SET, & A PLASTIC CAP MARKED "COBALT ENGINEERING FIRM 10194581".

4) BEARINGS & COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM SOUTH CENTRAL ZONE (NAD 83).

5) BUILDING SETBACK LINES ARE AS FOLLOWS 25' ALONG THE FRONT (ADJACENT TO RIGHT-OF-WAY LINES), 25' ALONG THE EXTERIOR LOT LINES (SIDE STREET), 5' ALONG THE INTERIOR LOT LINES (OR SIDE LOT LINES), AND 10' ALONG THE REAR.

6) ALL INTERIOR BLOCK CORNERS SHOWN ABOVE WITH A CURVE HAVE A RADIUS OF 25 FEET

7) THIS PROPERTY LIES WITHIN A DESIGNATED COASTAL BARRIERS AS SHOWN ON FIRM MAP/PANEL 48167C0309G, EFFECTIVE DATE 08/15/2019. CBRS AREA DATE 10/01/1983

B.L. = BUILDING LINE
⊕ = CONTROL MONUMENT
C.C.F.N. = COUNTY CLERK FILE NUMBER
CONC. = CONCRETE
D.E. = DRAINAGE EASEMENT
I.P. = IRON PIPE
I.R. = IRON ROD
LEN. = LENGTH
O.P.R.G.C. = OFFICIAL PUBLIC RECORDS GALVESTON COUNTY
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R.O.W. = RIGHT-OF-WAY

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

COBALT
ENGINEERING AND INSPECTIONS, LLC
TBPE REG. #: 17742 / TBPLS REG. #: 10194581
12005 DELANY ROAD • LA MARQUE, TEXAS 77568 • 409-354-5925

SCALE: 1" = 160'

STATE OF TEXAS

COUNTY OF GALVESTON

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

FURTHER, OWNERS DO HEREBY DECLARE THAT ALL PARCELS OF LAND DESIGNATED AS LOTS ON THIS PLOT ARE ORIGINALLY INTENDED FOR THE CONSTRUCTION OF RESIDENTIAL DWELLING UNITS THEREON AND SHALL BE RESTRICTED FOR THE SAME UNDER THE TERMS AND CONDITIONS OF SUCH RESTRICTIONS IF FILED SEPARATELY.

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE RESTRICTED TO PREVENT THE DRAINAGE OF ANY SEPTIC TANKS INTO ANY PUBLIC OR PRIVATE STREET, ROAD, ALLEY OR ANY DRAINAGE DITCH, EITHER DIRECTLY OR INDIRECTLY.

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, GULLY, CREEK OR NATURAL DRAINAGE WAYS SHALL HEREBY BE RESTRICTED TO KEEP SUCH DRAINAGE WAYS AND EASEMENTS CLEAR OF FENCES. BUILDINGS, PLANTING AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY AND THAT SUCH PROPERTY ABUTTING SHALL NOT BE PERMITTED TO DRAIN DIRECTLY INTO THIS EASEMENT EXCEPT BY MEANS OF ON APPROVED DRAINAGE STRUCTURE.

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE RESTRICTED TO PROVIDE THAT DRAINAGE STRUCTURES UNDER PRIVATE DRIVEWAYS SHALL HAVE A NET DRAINAGE AREA OF SUFFICIENT SIZE TO PERMIT THE FREE FLOW OF WATER WITHOUT BACKWATER AND IN NO INSTANCE HAVE A DRAINAGE OPENING OF LESS THAN ONE AND THREE QUARTERS (1-3/4) SQUARE FEET (1.6" DIAMETER) WITH CULVERTS AND BRIDGES TO BE PROVIDE FOR ALL PRIVATE DRIVEWAYS OR WALKWAYS CROSSING SUCH DRAINAGE FACILITIES.

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

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

_____
BY 1500 HWY 87, LLC. MANAGER

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

ALL BEARINGS & COORDINATES ARE BASED ON TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE, NAD 83:

COMMENCING AT A 1/2" IRON ROD FOUND IN THE SOUTHEAST RIGHT-OF-WAY LINE OF STATE HIGHWAY 87, THE NORTHWESTERLY CORNER OF THE 15.54 ACRE TRACT, THE SAME ALSO BEING THE NORTH CORNER OF SURF ADDITION, A UNRECORDED SUBDIVISION IN GALVESTON COUNTY, TEXAS, AND HAVING GRID COORDINATES OF N: 13,736,886.07', E: 3,351,719.20;

THENCE SOUTH 38° 08' 48" EAST, ALONG THE NORTHEASTERLY LINE OF THE SURF ADDITION SUBDIVISION AND THE SOUTHWESTERLY LINE OF THE 15.54 ACRE TRACT A DISTANCE OF 1,160.48 FEET TO A 5/8-INCH IRON ROD, MARKED "COBALT ENGINEERING FIRM# 10194581" SET IN THE MOST NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT AND THE POINT OF BEGINNING, AND HAVING GRID COORDINATES OF N: 13,735,973.36, E: 3,352,436.05;

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

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

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

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

1) SOUTH 38° 08' 48" EAST, A DISTANCE OF 256.76 FEET TO A 5/8-INCH IRON ROD & CAP SET, MARKED "COBALT ENGINEERING FIRM# 10194581";

2) ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 940.00 FEET, AN ARC LENGTH OF 118.73 FEET, WITH A CHORD BEARING OF SOUTH 41° 45' 55" EAST, AND A CHORD DISTANCE OF 118.65 FEET, TO A 5/8-INCH IRON ROD & CAP SET, MARKED "COBALT ENGINEERING FIRM# 10194581";

3) SOUTH 45° 23' 01" EAST, A DISTANCE OF 206.86 FEET TO A 5/8-INCH IRON ROD & CAP SET, MARKED "COBALT ENGINEERING FIRM# 10194581";

4) ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 810.00 FEET, AN ARC LENGTH OF 102.31 FEET, WITH A CHORD BEARING OF SOUTH 41° 45' 55" EAST, AND A CHORD DISTANCE OF 102.24 FEET, TO A 5/8-INCH IRON ROD & CAP SET, MARKED "COBALT ENGINEERING FIRM# 10194581";

5) SOUTH 38° 08' 48" EAST, A DISTANCE OF 205.94 FEET TO A 5/8-INCH IRON ROD & CAP SET, MARKED "COBALT ENGINEERING FIRM# 10194581";

6) NORTH 51° 51' 12" EAST, A DISTANCE OF 50.00 FEET TO A 5/8-INCH IRON ROD & CAP SET, MARKED "COBALT ENGINEERING FIRM# 10194581";

7) SOUTH 38° 08' 48" EAST, A DISTANCE OF 50.00 FEET TO A 5/8-INCH IRON ROD & CAP SET, MARKED "COBALT ENGINEERING FIRM# 10194581";

8) SOUTH 51° 51' 12" WEST, A DISTANCE OF 50.00 FEET TO A 5/8-INCH IRON ROD & CAP SET, MARKED "COBALT ENGINEERING FIRM# 10194581";

9) SOUTH 38° 08' 48" EAST, AT A DISTANCE OF 38.78 FEET PASSING THE NORTHWEST LINE OF THE ABOVE MENTIONED 6.04 ACRE TRACT AND AT A DISTANCE OF 190.25 FEET PASSING THE SOUTHEAST LINE OF THE 6.04 ACRE TRACT AND CONTINUING A FULL DISTANCE OF 345.33 FEET TO A 5/8-INCH IRON ROD & CAP, MARKED "COBALT ENGINEERING FIRM# 10194581" SET IN THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

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

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

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

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

PENINSULA, SECTION 2

(25 LOTS, 3 RESERVES)

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

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*33.

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

Contract Approval Request Form

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

1) **Date of Request:** 6/4/2026
2) **Contract Type:** Revenue
3) **Renewal Contract:** No
4) **Department Name: Tax Office**
5) **Department Contact: Cheryl E. Johnson**
6) **Description: Interlocal Collection Agreement for City of La Marque Public Improvement No. 1**

7) **PEID No: 033209**
8) **Req No: N/A**
9) **Orgkey: 1101 151553**
10) **Object Code: 4401000**
11) **Vendor: City of La Marque**
12) **Vendor Contract No: Interlocal Collection Agreement for City of La Marque Public Improvement No. 1**

Expenditure Budget/Revenue Projections

13) **Fund Name: Collection Contract Fee**
14) **Fund #: 4401000**
15) **Current Year Budgeted: Annual amount not to exceed $0.27 per parcel**
16) **Current Year Projected: Annual amount not to exceed $0.27 per parcel**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals: Annual amount not to exceed $0.27 per parcel**

To Be Completed by Purchasing Department

22) **Contract Start Date:** Click or tap to enter a date.
23) **Auto Renewal Contract:** Choose an item.
24) **Bid No:**
25) **Contract End Date:** Click or tap to enter a date.
26) **Contract # Issued by Purchasing Department:**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Cheryl Johnson	Escalated	6/8/26 5:19 pm
2	Kathleen Moreno	Approve	6/9/26 7:38 am
3	Melissa Fleming	Delegated	6/9/26 7:38 am
Notes:	Delegated: Out Of Office		
4	Ashley Clark	Approve	6/12/26 9:23 am
5	Francisco Rodriguez	Approve	6/12/26 9:26 am
6	Rodolfo Gomez	Escalated	6/16/26 5:19 pm
7	Christian Monterrubio	Approve	6/18/26 11:46 am
8	Diana Huallpa	Approve	6/22/26 1:27 pm
9	Sergio Cruz	Approve	6/22/26 4:23 pm
10	Veronica Van Horn	Approve	6/25/26 6:13 pm

Cheryl E. Johnson, PCC, CTOP
Assessor and Collector of Taxes
County of Galveston
722 21st Street, Galveston, Texas 77550
Toll Free (877) 766-2284 Fax:(409) 766-2479
Email: galcotax@galvestoncountytx.gov

June 5, 2026

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

Re: Interlocal Collection Agreement
City of La Marque Public Improvement
District No. 1

Dear Judge Henry:

The City of La Marque has requested that the Galveston County Tax Office collect Public Improvement District (PID) assessments in La Marque Public Improvement District No. 1 beginning with the 2026 tax year. The standard agreement utilized for League City, Friendswood, Santa Fe and Dickinson has been prepared and is presented for approval by Commissioners Court.

Two originals of the Agreement shall be delivered to Ms. Martinez to provide to you for signature upon the Court's approval. Please have the County Clerk send one signed original back to me to send to the City of La Marque.

Thank you!

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, PCC, CTOP

Attachments

INTERLOCAL COLLECTION AGREEMENT

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF GALVESTON §

Agreement is made and entered into by, between and among the County of Galveston (County), acting by and through its County Commissioners' Court, the City of La Marque (Taxing Entity), acting by and through its governing body and Galveston County Tax Assessor Collector, Cheryl E. Johnson (Assessor Collector) for collection of La Marque Public Improvement District (PID) #1 assessments on property located within the Taxing Entity's jurisdictional boundaries.

RECITALS

WHEREAS, County and Taxing Entity are political subdivisions of the State of Texas, organized and existing under the laws of the State of Texas; and,

WHEREAS; Assessor Collector is an elected public official charged with the responsibility of the assessment and collection of certain property taxes levied by certain taxing authorities within the boundaries of Galveston and Harris Counties; and

WHEREAS, as set forth in Local Government Code §372.0175, a municipality may contract with the governing body of another taxing unit to perform the duties of the municipality relating to collection of special assessments; and

WHEREAS, County and Taxing Entity each levy a tax or assessment against property located in the taxing jurisdictions of both; and,

WHEREAS, the parties find that coordination of the collection of a special assessment tax on property located in the geographic boundaries of both County and Taxing Entity would be expedient, cost effective and mutually beneficial and would promote governmental efficiency;

NOW, THEREFORE, as authorized by the Local Government Code §372.0175 and Government Code Chapter 791, the parties hereto enter into this Agreement in accordance with the terms and for the purposes and considerations herein expressed.

SERVICES TO BE PERFORMED

Assessor Collector will be responsible for collecting a special assessment on La Marque PID #1 properties located in the Taxing Entity. Assessments will be provided each September 30th by the Taxing Entity or its PID administrator and shall be included on the consolidated tax statement that will be sent to each property owner who owns property located within City and PID boundaries on or before October 10th of each calendar year, or as soon thereafter as practicable. Such consolidated tax statements shall also include taxes owed to any other participating taxing entity that, in Assessor Collector's opinion, should be included on such statement.

Assessor Collector shall use all available resources as provided by County to collect such assessment prior to the taxes and assessments becoming delinquent.

Assessor Collector may prepare and deliver separate tax bills for Taxing Entity Special Assessments if the assessment rate for each property is not provided by September 30th of each year. If Taxing Entity or its administrator has not provided the assessment by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the reasonable additional costs incurred by Assessor Collector in preparing and mailing these separate bills.

If a property owner is entitled to a refund, County and Assessor-Collector are authorized to make the refund on collected accounts on Taxing Entity's behalf and withhold the amount of the refund from current collections.

Taxing Entity shall require the Galveston Central Appraisal District to include PID coding on each appropriate parcel so that the Assessor Collector can bill, collect, disburse and provide, upon request, a report showing receipt of all assessments, penalties and interest paid by parcel number to the Taxing Entity.

Assessor Collector shall provide Taxing Entity a monthly report reflecting the total amount of current and delinquent assessments, penalties and interest collected within the PID by tax year on Taxing Entity's behalf.

PAYMENT & COST OF SERVICES

Pursuant to §372.018(b) of the Local Government Code, the parties agree that Assessor Collector is entitled to a reasonable fee for the services performed under this Agreement, not to exceed the actual costs incurred by County. Accordingly, Taxing Entity agrees to pay the fees as specified below.

A per parcel rate for the collection, posting, balancing, reporting, and distribution of current and delinquent assessments, an annual amount not to exceed $0.27 per parcel. Appropriate sums will be due and payable to the Assessor Collector at the conclusion of the January payment cycle or no later than April 1. The annual payment shall be listed by total parcel count within the PID and will automatically be adjusted each year to reflect the actual parcel count as of the most current assessment billing roll for the tax year.

All expenses incurred by Assessor Collector in issuing Taxing Entity refunds on overpayment or erroneous payment caused by errors on the part of Taxing Entity shall be included as a charge against Taxing Entity. The Assessor Collector will issue an itemized billing of such expenses and shall receive a timely reimbursement from Taxing Entity. Expenses incurred by Assessor Collector shall be available for review by Taxing Entity upon request.

REMITTANCE OF COLLECTIONS

All assessment rolls, billing, accounting and collection activities performed by Assessor Collector for Taxing Entity shall be the same as and included with County activities performed by Assessor Collector. Payment options, penalties and interest shall be the same for PID assessments as property tax payments (e.g. quarter payments, delinquency dates). Collections of Taxing Entity shall

be remitted daily to Taxing Entity, upon validation of receipt and availability of funds for distribution from the County depository.

All delinquent assessments, penalties and interest for Taxing Entity collected by Taxing Entity's delinquent tax attorneys after July 1 of the first year such taxes are delinquent and all delinquent taxes, penalties and interest for prior years shall be credited in full to Taxing Entity upon request of the property owner or if payable to the Taxing Entity. In the event that the property owner makes no such request, delinquent assessments, penalties, and interest remitted shall be credited proportionately, as billed, to all taxing jurisdictions in the County.

TERMS OF AGREEMENT

This Agreement shall be for an initial period commencing August 1, 2026, and ending July 31, 2027. Notwithstanding the foregoing, collection services to be provided by Assessor Collector shall begin with the 2026 tax year. This Agreement will be automatically renewed on an annual basis unless either party to this Agreement chooses to cancel this Agreement for an upcoming renewal term by giving the other party notice of such cancellation by June 1st of each year.

Tax Assessor Collector shall provide Taxing Entity with notice by April 1 of each year of any change in the per parcel price for services provided.

In the event this Agreement is not renewed, the parties shall work together expeditiously to enable Taxing Entity to obtain such information it requires to do so to re-establish its own collection efforts or to enable another entity to collect the assessments on its behalf. Taxing Entity agrees to reimburse County its actual cost for transferring this information upon receipt of an invoice from Assessor Collector.

MISCELLANEOUS PROVISIONS

Upon request, Assessor Collector shall provide a computer printout of the annual special assessment roll of Taxing Entity showing all current and delinquent assessments owing by parcel number.

Upon request, Assessor Collector shall furnish a monthly report showing the total amount of assessment, penalty and interest due on delinquent parcels by parcel number.

Upon request, Assessor Collector shall provide Taxing Entity with its best estimate of current, delinquent, and total collection rates for the current or an upcoming year.

Assessor Collector shall provide or make available for inspection any other information it has which affects the collection of Taxing Entity's assessment upon the request of Taxing Entity for the purpose of administration, auditing, reporting or any such legitimate business purpose.

Taxing Entity shall not make any claim for damages against Galveston County, its elected and appointed officials and employees as a result of any mistake or error in tax collection efforts for Taxing entity save and except for any acts of fraud, theft or malfeasance.

DELINQUENT TAX ATTORNEY

Taxing Entity retains the exclusive authority to hire its own legal counsel to represent it to enforce collection of delinquent assessments. The County and/or Assessor-Collector shall cooperate with the delinquent collection attorney so designated, and shall deduct from the monies to be tendered to the Taxing Entity such fees as are earned by said attorney pursuant to said contract.

This Interlocal Tax Collector Agreement is signed and made effective this 11th day of May, 2026.

County of Galveston

Mark Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

Cheryl E. Johnson, PCC, CTOP

City of La Marque

Keith Bell, Mayor

Attest:

Kandice Garrett, Interim City Secretary

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*34.

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

Consideration of approval of a Commercial Real Estate Listing Agreement for 13.9 acres of land located along Broadway, Galveston, Texas submitted by Legal Services Manager

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	6/26/26 11:24 am
2	Dianna Martinez	Approve	6/26/26 5:31 pm

TEXAS REALTORS

COMMERCIAL REAL ESTATE LISTING AGREEMENT
EXCLUSIVE RIGHT TO SELL

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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1. **PARTIES:** The parties to this agreement (this Listing) are:

Seller: County of Galveston

Address: 722 Moody Ave
City, State, Zip: Galveston, Texas 77550
Phone: (409)762-8621 Mobile: Fax or E-Mail: mark.henry@co.galveston.tx.us

Broker: Joe Tramonte Realty, Inc. / Hopkins Properties, Inc.

Address: 1802 Broadway #206 (JTR)
City, State, Zip: Galveston, TX 77550
Phone: (409) 771-0931 Mobile: Fax or E-Mail: VJ@TramonteRealty.com

Seller appoints Broker as Seller's sole and exclusive real estate agent and grants to Broker the exclusive right to sell the Property.

2. **PROPERTY:**

A. "Property" means the following real property in Texas:
Address:
City: Galveston County: Galveston Zip: 77550
Legal Description *(Identify exhibit if described on attachment)*:

SEE ATTACHED EXHIBIT "A"

B. Except as otherwise provided in this Listing, Broker is to market the Property together with:
(1) all buildings, improvements, and fixtures;
(2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, easements and rights-of-way;
(3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
(4) Seller's interest in all licenses and permits related to the Property;
(5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
(6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
(7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except:

(Describe any exceptions, reservations, or restrictions in Special Provisions or an addendum. If the Property is a condominium, attach Condominium Addendum to Listing (TXR-1401).)

3. LISTING PRICE:

A. Seller instructs Broker to market the Property at the following sales price: $ 6,250,000.00
Six Million, Two Hundred Fifty Thousand
(Listing Price).

B. ~~Seller agrees to sell the Property for the Listing Price or any other price acceptable to Seller.~~ Seller will pay all typical closing costs charged to sellers of commercial real estate in Texas (seller's typical closing costs are those set forth in the commercial contract forms published by Texas REALTORS®) except _____

4. TERM:

A. This Listing begins on July 6, 2026 and ends at 11:59 p.m. on July 6, 2027. Seller may terminate this Listing on notice to Broker any time after _____.

B. If Seller enters into a binding written contract to sell the Property before the date this Listing begins and the contract is binding on the date this Listing begins, this Listing will not commence and will be void.

5. BROKER'S FEE:

A. Fee: When earned and payable, Seller will pay Broker a fee of:

[X] (1) 6.000 % of the sales price.
[X] (2) Joe Tramonte Realty and Hopkins Properties, Inc. to negotiate a broker fee split in a separate document. See Exhibit "B"

B. Earned: Broker's fee is earned when any one of the following occurs during this Listing:
(1) ~~Seller sells, exchanges, agrees to sell, or agrees to exchange all or part of the Property to anyone at any price or any terms;~~
(2) ~~Broker individually or in cooperation with another broker procures a buyer ready, willing, and able to buy all or part of the Property at the Listing Price or at any other price acceptable to Seller;~~
(3) ~~Seller grants or agrees to grant to another person an option to purchase all or part of the Property;~~
(4) ~~Seller transfers or agrees to transfer all or part of Seller's interest (stock or shares) in any entity that holds title to all or part of the Property for the purpose of conveying all or part of the Property to another person; or~~
(5) ~~Seller breaches this Listing.~~ On closing of a sale of the Property to a Buyer procured by Broker

C. Payable: Once earned, Broker's fee is payable either during this Listing or after it ends at the earlier of:
(1) the closing and funding of any sale or exchange of all or part of the Property;
(2) ~~Seller's refusal to sell the Property after Broker's Fee has been earned;~~
(3) ~~Seller's breach of this Listing; or~~
(4) ~~at such time as otherwise set forth in this Listing.~~

~~Broker's fee is not payable if a sale of the Property does not close or fund as a result of: (i) Seller's failure, without fault of Seller, to deliver to a buyer a deed or a title policy as required by the contract to sell; (ii) loss of ownership due to foreclosure or other legal proceeding; or (iii) Seller's failure to restore the Property, as a result of a casualty loss, to its previous condition by the closing date set forth in a contract for the sale of the Property.~~

Joe Tramonte Realty, Inc., 1502 Broadway, Suite 206 Galveston TX 77550 Phone: 9037144493 Fax: 5424 45th St
Devin Dickey
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

D. Other Fees:

(1) Lease of Property: If, during this Listing, Broker procures a tenant to lease all or part of the Property and Seller agrees to lease all or part of the Property to the tenant, Seller will pay Broker at the time the lease is executed the fee described below. If, during the term of the lease, the tenant agrees to purchase all or part of the Property, Seller will pay Broker the fee specified in Paragraph 5A in addition to the amount described below.

☐ (a) _____% of all base rents to be paid over the term of the lease and the same percentage of the following items to be paid over the term of the lease: ☐ expense reimbursements; and ☐ _____.

☐ (b) _____

(2) Renewals, Extensions, or Expansions of Property: If, during this Listing or after it ends, Seller renews, extends, or expands the lease, Seller will pay Broker, at the time the renewal, extension, or expansion becomes effective, a fee of:

☐ (a) _____% of all base rents to be paid over the term of the renewal or extension and the same percentage of the following items to be paid over the same term: ☐ expense reimbursements based on initial amounts ☐ _____;

☐ (b) _____% of all base rents to be paid over the term of the expansion and the same percentage of the following items to be paid over the same term: ☐ expense reimbursements based on initial amounts ☐ _____; or

☐ (c) _____.

In addition to their ordinary meanings, "extensions", "renewals," and "expansions" include new leases for more, less, or different space in the building or complex in which the property is located.

(3) Breach by Buyer Under Contract: If Seller collects earnest money, the sales price, or damages by suit, compromise, settlement or otherwise from a buyer who breaches a contract for the sale of all or part of the Property entered into during this Listing, Seller will pay Broker, after deducting attorney's fees and collection expenses, an amount equal to the lesser of one-half of the amount collected after deductions or the amount of the Broker's Fee stated in Paragraph 5A. Any amount paid under this Paragraph 5D(3) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property.

(4) Service Providers: If Broker refers Seller or a prospective buyer or tenant to a service provider (e.g., mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5D(4) is in addition to any other compensation Broker may receive under this Listing.

(5) Other Fees and/or Reimbursable Expenses: _____

_____

_____

_____.

E. Protection Period:

~~(1) "Protection period" means that time starting the day after this Listing ends and continuing for 60 days.~~

~~(2) Not later than 10 days after this Listing ends Broker may send Seller written notice specifying the names of persons whose attention Broker has called to the Property during this Listing. If Seller agrees to sell or lease all or part of the Property during the protection period to a person named in the notice or to a relative or business associate of a person named in the notice, Seller will pay Broker, upon the closing of the sale or upon execution of the lease, the amount Broker would have been entitled to receive if this Listing were still in effect.~~

~~(3) "Person" means any person in any capacity whether an individual or entity. "Sell" means any transfer of any interest in the Property whether by agreement or option.~~

~~(4) This Paragraph 6E survives termination of this Listing.~~

F. County: All amounts payable to Broker are to be paid in cash in Galveston County, Texas.

G. Escrow Authorization: Seller authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the purchase or acquisition of the Property to collect and disburse to Broker all amounts payable to Broker under this Listing.

NOTICE: Under Chapter 62, Texas Property Code, Broker is entitled to claim a lien against the Property to secure payment of an earned commission.

6. EXCLUSIONS:

A. Under a prior listing agreement Seller is obligated to pay another Texas licensed broker a fee if Seller sells or leases all or part of the Property before _____ to any of the following persons: _____

_____ (named exclusions).

B. If Seller enters into a contract to sell or lease all or part of the Property to a named exclusion before the date specified in Paragraph 6A, Seller will not be obligated to pay Broker the fees under Paragraph 5 of this Listing, but Seller will pay Broker, upon the closing of the sale or upon execution of the lease, a fee equal to:
(1) _____ % of the sales price if Seller sells the Property;
(2) _____ % of all base rents to be paid over the term of the lease if Seller leases the Property and the same percentage of the following items to be paid over the term of the lease: ☐ expense reimbursements; ☐ _____; and
(3) _____
_____.

C. If Seller enters into a contract to sell or lease all or part of the Property to a named exclusion, Broker ☐ will ☐ will not assist Seller in negotiating and closing the sale or lease to the named exclusion.

7. ACCESS TO THE PROPERTY: Authorizing access to the Property means giving permission to another person to enter the Property, disclosing security codes necessary to enter the Property to such person, and lending a key to the Property to such person. To facilitate the showing and sale of the Property, Seller instructs Broker and Broker's associates to: (i) access the Property at reasonable times; (ii) authorize other brokers, inspectors, appraisers, lenders, engineers, surveyors, and repair persons to enter the Property at reasonable times; and (iii) duplicate keys to facilitate convenient and efficient showings.

Jan Translitte Realty, Inc., 1802 Broadway 1806 Galveston, TX 77550 Phone: (409) 765-9837 Fax: (409) 765-9597
Hudson Holmes Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

8. COOPERATION WITH OTHER BROKERS: Broker will allow other brokers to show the Property to prospective buyers. If the other broker procures a buyer who purchases the Property, Broker will offer to pay the other broker a portion of Broker's fee under Paragraph 5.

9. INTERMEDIARY: *(Check A or B only.)*

☒ A. Intermediary Status: Broker may show the Property to interested prospective buyers or tenants who Broker represents. If a prospect who Broker represents offers to buy or lease the Property, Seller authorizes Broker to act as an intermediary and Broker will notify Seller that Broker will service the parties in accordance with one of the following alternatives.

(1) If a prospect who Broker represents is serviced by an associate other than the associate servicing Seller under this Listing, Broker may notify Seller that Broker will: (a) appoint the associate then servicing Seller to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Seller; and (b) appoint the associate then servicing the prospect to the prospect for the same purpose.

(2) If a prospect who Broker represents is serviced by the same associate who is servicing Seller, Broker may notify Seller that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospect; and (b) appoint the associate servicing the Seller under this Listing to the Seller for the same purpose.

(3) Broker may notify Seller that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.

☐ B. No Intermediary Status: Seller agrees that Broker will not show the Property to prospects who Broker represents.

Notice: If Broker acts as an intermediary under Paragraph 9A, Broker and Broker's associates:
- ◊ may not disclose to the prospect that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller;
- ◊ may not disclose to Seller that the prospect will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospect;
- ◊ may not disclose any confidential information or any information Seller or the prospect specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;
- ◊ may not treat a party to the transaction dishonestly; and
- ◊ may not violate the Real Estate License Act.

10. CONFIDENTIAL INFORMATION: During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Seller except as authorized by Seller or required by law. Broker may not disclose to Seller any information obtained in confidence regarding any other person Broker represents or may have represented except as required by law.

11. BROKER'S AUTHORITY:

A. Broker will use reasonable efforts and act diligently to market the Property for sale, procure a buyer, and negotiate the sale of the Property.

B. In addition to other authority granted by this Listing, Broker may:
(1) advertise the Property by means and methods as Broker determines is appropriate in any media, including but not limited to:
(a) placing a "For Sale" sign or similar marketing sign on the Property; and
(b) creating and placing information about the Property (including interior and exterior photographs or videos):
(i) on the Internet on Broker's website and on other websites as Broker determines;
(ii) in any advertisements whether in print or electronic media; and
(iii) into listing services that may publicize the information on the Internet or by other means;
(2) reproduce, display, and distribute information about the Property, including the information described under Paragraph 11B(1), for the purposes of marketing the Property;
(3) furnish comparative marketing and sales information about other properties to prospects;
(4) disseminate information about the Property to other brokers and prospects, including applicable disclosures, notices, or other information that Seller is required to make under law or a contract;
(5) obtain information from any holder of any note secured by a lien on the Property;
(6) accept, in trust, any earnest money, option fee, security deposit, or other money related to the purchase or lease of the Property and deliver such money for deposit in accordance with a contract for the sale or lease of the Property;
(7) disclose the sales price and terms of a sale or a lease to other brokers, appraisers, other real estate professionals, and any listing services into which information about the Property is placed;
(8) place information about this Listing and a transaction for the Property on an electronic platform (an electronic platform is typically an Internet-based system where professionals related to the transaction, such as title companies and lenders, may receive, view, and input information); and
(9) advertise that Broker "sold" or "leased" the Property after the closing of a sale or execution of a lease of the Property in which Broker was involved.

NOTICE: Any submission of information to a listing service must be made in accordance with listing service's rules.

C. Broker is not authorized to execute any document in the name of or on behalf of Seller concerning the Property.

D. Photographs, videos, and compilations of information submitted to a listing service are the property of the listing service for all purposes.

12. REPRESENTATIONS:

A. Except as provided otherwise in this Listing, Seller represents that:
(1) Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures thereon, unless rented, and the legal capacity to convey the Property;
(2) Seller is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
(3) no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
(4) there are no delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on the Property;
(5) the Property is not subject to the jurisdiction of any court;
(6) Seller owns sufficient intellectual property rights in any materials which Seller provides to Broker related to the Property (for example, brochures, photographs, drawings, or articles) to permit Broker to reproduce and distribute such materials for the purposes of marketing the Property or for other purposes related to this agreement; and
(7) all information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge.

B. Seller and Broker must disclose any known material defect in the Property to a prospective buyer. *(Check only one box.)*

☒ (1) Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408). Seller authorizes Broker to furnish prospective buyers and other brokers with a copy of the Commercial Property Condition Statement (TXR-1408).

☐ (2) Except as otherwise provided in this Listing, Seller is not aware of:
(a) any subsurface: structures, pits, wastes, springs, or improvements;
(b) any pending or threatened litigation, condemnation, or assessment affecting the Property;
(c) any environmental hazards or conditions that materially affect the Property;
(d) whether the Property is or has ever been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
(e) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants) or other pollutants or contaminants of any nature now exist or have ever existed on the Property;
(f) any wetlands, as defined by federal or state law or regulation, on the Property;
(g) any threatened or endangered species or their habitat on the Property;
(h) any present or past infestation of wood-destroying insects in the Property's improvements;
(i) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
(j) any material physical defects in the improvements on the Property; or
(k) any condition on the Property that violates any law or ordinance.

(List any exceptions to (a)-(k) in Special Provisions or an addendum.)

☐ C. PID: The Property is in the following Property Improvement District: _____

☐ D. Other Taxing Districts: The Property is in the following special taxing district (MUD, WCID, MMD, etc.): _____

13. SELLER'S ADDITIONAL PROMISES: Seller agrees to:

A. cooperate with Broker to facilitate the showing and marketing of the Property;
B. not negotiate with any prospective buyer who may contact Seller directly, but refer all prospective buyers to Broker;
C. not enter into a listing agreement with another Broker for the sale or exchange of the Property to become effective during this Listing;
D. not enter into a listing agreement for the lease of all or part of the Property with another broker to become effective during this Listing without Broker's written permission;
E. provide Broker with copies of the following, if any, relating to the Property: a current rent roll, all leases including any amendments, architectural plans and drawings, renderings, survey, a current operating statement, environmental inspection reports, engineering reports, and other relevant information that Broker may request during this Listing;
F. advise Broker of any tenants moving in or out of the Property;
G. complete any disclosures or notices required by law or a contract to sell the Property;
H. amend any applicable notices and disclosures if any material change occurs during this Listing; and
I. at Seller's expense, remove from the Property all:
(1) "For Sale" (or similarly worded) signs other than Broker's signs;
(2) "For Lease" (or similarly worded) signs from the Property unless the Property is listed for lease with another broker; and
(3) "For Information" (or similarly worded) signs other than Broker's signs.

Commercial Listing concerning _____

14. LIMITATION OF LIABILITY:

A. *If the Property is or becomes vacant during this Listing, Seller must notify Seller's casualty insurance* company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.

B. Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker, including but not limited to injuries or losses caused by:
(1) other brokers, inspectors, appraisers, lenders, contractors, surveyors, engineers, and other persons who are authorized to access the Property;
(2) acts of third parties (for example, vandalism or theft);
(3) freezing or broken water pipes;
(4) a dangerous condition on the Property; and
(5) the Property's non-compliance with any law or ordinance.

C. Seller agrees to indemnify and hold Broker and Broker's associates harmless from any damages, costs, attorney's fees, and expenses:
(1) that arise from Seller's failure to disclose any material information about the Property;
(2) that are caused by Seller giving incorrect information to Broker, other brokers, or prospects;
(3) that arise from any claim for misuse of intellectual property in any material or information that Seller provided to Broker related to the Property or this agreement; or
(4) that are otherwise caused by Seller or Seller's negligence.

15. SPECIAL PROVISIONS:
The property to be sold is owned by the County of Galveston, Texas and must be listed for sale for at least 30 days at which time the Property may be sold to a ready, willing and able Buyer who submits the highest cash offer. As approved by the County of Galveston, the property will be listed on Loop Net and a local multiple listing service. All offers will be forwarded to Galveston County Judge Mark Henry.

16. DEFAULT: If Seller breaches this Listing, Seller is in default and will be liable to Broker for the amount of Broker's fee specified in Paragraph 5A and any other fees Broker is entitled to receive under this Listing; Broker may also terminate this Listing and exercise any other remedy at law. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing Price will be the sales price for the purpose of calculating Broker's fee. If Broker breaches this Listing, Broker is in default and Seller may exercise any remedy at law.

17. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute that may arise between the parties. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the costs of mediation equally.

18. ATTORNEY'S FEES: If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party may recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

19. ADDENDA: Addenda or information that are part of this Listing are:
- ☐ A. Information About Brokerage Services (TXR-2501)
- ☐ B. Property Description Exhibit identified in Paragraph 2
- ☐ C. Condominium Addendum to Listing (TXR-1401)
- ☐ D. Commercial Property Condition Statement (TXR-1408)
- ☐ E. Information About On-Site Sewer Facility(TXR-1407)
- ☐ F. Information about Special Flood Hazard Areas (TXR-1414)
- ☐ G. _____
- ☐ H. _____

20. AGREEMENT OF THE PARTIES:

A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.

B. Assignability: Neither party may assign this Listing without the written consent of the other party.

C. Binding Effect: Seller's obligations to pay Broker an earned fee is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assigns.

D. Joint and Several: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.

E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.

F. Severability: If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.

G. Partial Sales or Leases: If Seller sells or leases part of the Property before the date this Listing ends, this Listing will continue for the remaining part of the Property through the term of this Listing.

H. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail specified in Paragraph 1.

21. ADDITIONAL NOTICES:

A. **Broker's fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested, or maintained by Texas REALTORS®, its local affiliates, or any listing service. Broker's fees are negotiable.**

B. **The Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, or familial status. Local ordinances and the National Association of REALTORS® Code of Ethics may provide for additional protected classes (e.g., creed, status as a student, marital status, sexual orientation, or age).**

C. **If the Property contains a residential dwelling built before 1978, federal law requires the Seller to: (1) provide the buyer with the promulgated lead hazard information pamphlet (TXR-2511); and (2) disclose the presence of any known lead-based paint or lead-based paint hazards.**

D. Broker cannot give legal advice. This is a legally binding agreement. READ IT CAREFULLY. If you do not understand the effect of this Listing, consult your attorney BEFORE signing.

Seller: County of Galveston

By: County Judge, Mark Henry

By (signature): _____
Printed Name: _____
Title: _____ Date: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____ Date: _____

Broker: Joe Tramonte Realty, Inc. /
Broker / Company Name: Hopkins Properties, Inc.

License No. 367022/346004

By (signature): Vincent J. Tramonte
Printed Name: Vincent J Tramonte / Paul Hopkins, Jr.
Title: Owner-Broker / President License No. 368687/346004
Date: JUNE 8, 2026

EXHIBIT A

(13.9 acres of land, approximately located along Broadway, Galveston, Texas)

All of Reserve “A” and “B” in Block One (1) of Lowes-Galveston, a subdivision in Galveston Texas according to the map and plat thereof recorded in/under Volume 2012A, Page 10 of the Map/Plat Records of Galveston County Texas,

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*35.

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

Consideration of waiver, release, and settlement agreement with Clifford Johnston arising from an incident that occurred on or about May 12, 2026, submitted by Legal Services Manager

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	6/26/26 2:06 pm
2	Dianna Martinez	Approve	6/26/26 6:04 pm

Douglas W. Poole
Michael B. Hughes
James B. Galbraith
Anthony P. Brown
David P. Salyer
Genevieve Bacak McGarvey
Bryan R. Lasswell
John W. Drewry, Jr.

MAPA

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Robert W. Alexander (1920-2017)
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Ervin A. Apffel, Jr. (1929-2015)

Writer's Direct Number:
409-795-2032

Writer's Email Address:
gbmcgarvey@mapalaw.com

June 25, 2026

Honorable Mark Henry
Honorable County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

Re:	Claim for damages:	Motor Vehicle Accident Claim
	Claimant:	Clifford Johnston
	County Claim#:	C260011M
	Amount:	$5588.56
	Date of Incident:	May 12, 2026

Gentlemen:

This claim involves a May 12, 2026 incident where County employee Justin Doherty was mowing the drainage ditches in the Right of Way in front of the property at 4431 6th St. in Bacliff when he struck the side of a cemented sewer manhole that was hidden from his sight by grass and dirt. The concrete flew forwards and hit the front and driver's side of Clifford Johnston's 2014 Ford Escape, along with Johnston's boat that was parked behind the car.

We have reviewed the internal report, the photos, and the vehicle repair quotes. This is a case of clear liability.

Johnston is making a claim for $5588.56, to repair his vehicle, which is in line with customary charges in Galveston County. Johnston says he can fix the boat himself as the boat already had other chips. He is not asking for a rental car.

We are recommending the Commissioner's Court approve this settlement of this claim for $5,588.56.

Clifford Johnston has signed a release for all claims, including potential claims, such as personal injury claims, subject to your approval.

Should you have any questions, please do not hesitate to contact me at 409-795-2032.

Very truly yours,

Genevieve B. McGarvey

GBM/krh

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GALVESTON §

FULL AND FINAL WAIVER, RELEASE, AND SETTLEMENT AGREEMENT

WHEREAS, it is alleged that Clifford Johnston ("Mr. Johnston") sustained property damage and/or bodily injury on or about May 12, 2026, allegedly caused, in whole or in part, by the negligence of the County of Galveston ("Galveston County, Texas"). This Release and Settlement Agreement ("Release") is made to compromise and to settle any and all claims, whether known or unknown, between Clifford Johnston, and Galveston County, Texas (hereafter the "PARTIES").

NOTICE:

THIS AGREEMENT IS SUBJECT TO THE APPROVAL OF THE GALVESTON COUNTY COMMISSIONERS THROUGH A FORMAL VOTE IN AN OPEN MEETING.

DEFINITIONS

1.1 Whenever the phrase "RELEASOR" is used herein, it means Clifford Johnston, individually, and any of his heirs, successors, predecessors, assigns and former and present subsidiaries, parents, owners, divisions, affiliates, officers, directors, employees, legal representatives, and insurers.

1.2 Whenever the phrase "RELEASEE" is used herein, it means Galveston County, Texas, its Commissioners, Boards, Departments, successors and assigns, servants, agents, employees, including but not limited to Justin Doherty, legal representatives, and attorneys.

1.3 Whenever the phrase "PARTIES" is used herein, it means Clifford Johnston, *and*

Galveston County, Texas.

1.4 Whenever the phrase "OCCURRENCE IN QUESTION" OR "INCIDENT IN QUESTION" is used herein, it means the alleged incident involving a motor-vehicle that occurred on or about May 12, 2026, in Galveston County, Texas, that involved Galveston County Road & Bridge.

CONSIDERATION

2.1 For the sole consideration of FIVE THOUSAND FIVE HUNDRED EIGHTY-EIGHT DOLLARS AND FIFTY-SIX CENTS ($5,588.56) less the amount of any liens on the proceeds of this settlement, as specified below in paragraph "**17.1,**" RELEASOR enters into this Release in favor of RELEASEE. RELEASOR understands and agrees that this Release and Settlement Agreement is a contract between RELEASOR and RELEASEE.

CLAIMS RELEASED

3.1 In order to avoid further time, expense and uncertainties of litigation, the RELEASEE and the undersigned RELEASOR, desire to enter into a final compromise and settlement of any and all claims, whether known or unknown, which the undersigned RELEASOR may have, or may hereafter have, against the RELEASEE for the alleged injuries and damages, whether to person or property, made the basis of the claims alleged by RELEASOR.

3.2. NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That I, the RELEASOR, for and in consideration of the sum of FIVE THOUSAND FIVE HUNDRED EIGHTY-EIGHT DOLLARS AND FIFTY-SIX CENTS ($5,588.56) and other good and valuable consideration, hereinafter referred to as "the Consideration," the receipt and sufficiency of which is hereby acknowledged and confessed, do hereby fully RELEASE, ACQUIT, AND

FOREVER DISCHARGE the RELEASEE from any and all liability or negligence now accrued or which may hereafter accrue for any and all claims, demands, rights, remedies, causes of action, suits, cross-claims, third-party actions, whether direct or derivative, of whatsoever nature or character which we may now have or hereafter have against the RELEASEE, including, by example but not limited to, expressed and implied warranties, strict products liability, negligence, statutory violations, gross negligence, intentional tort, claims under Section 408.001 of the Texas Labor Code, claims under Article XVL Section 26 of the Texas Constitution, claims under Chapter 71 of the Texas Civil Practice and Remedies Code, claims for wrongful death, claims for any type of damages including exemplary damages, claims based on claims of intentional acts or omissions, or alleged gross negligence, of RELEASEE; pollution tort, maintenance and cure, fraud, civil conspiracy, misrepresentation, debt, nuisance, trespass, any form of recovery pursuant to the Jones Act, general maritime law, unseaworthiness, in admiralty, at law, or in equity, liens, attorneys' fees, judgment and expenses of any type whatsoever, in any manner arising out of or in any way connected with the alleged injuries and/or property damages, and any claims, known or unknown, current or future, arising from any alleged personal injuries or property damages sustained in any way arising from, incident to, connected to, or related to the INCIDENT IN QUESTION.

DAMAGES RELEASED

4.1 This Release includes all claims for damages, general and special, arising from, connected, or related to the INCIDENT IN QUESTION, including but not limited to:

1. Past and future medical expenses;
2. Physical or vocational rehabilitation expenses;
3. Past and future physical pain and suffering;
4. Past and future lost income and benefits;
5. Loss of earning capacity;
6. Past and future physical impairment, disfigurement, and mental anguish;
7. Diminished capacity to enjoy life;

8. Death or decreased life expectancy resulting, in whole or in part, from my injury;
9. All survival actions and/or wrongful death claims related, in whole or in part, to an alleged injury;
10. All derivative claims, including but not limited to:
    a. Loss of consortium
    b. Worker's compensation claims
11. All claims alleging malice and/or gross negligence;
12. All property damage; and
13. All punitive or exemplary damages as those damages are defined by Texas law.

FUTURE PROGRESSION

5.1 RELEASOR understands that damages, injuries, illnesses, and/or conditions, concerning person or property may be permanent, may progress, naturally or otherwise, and may become partially or totally disabling in the future. If RELEASOR has been misinformed concerning the damages and/or injuries sustained or later becomes aware of an error regarding diagnosis or rehabilitation to person and/or property, such error is *not* the responsibility of RELEASEE and will have no effect on the enforceability of this Release.

5.2 RELEASOR further understands that recovery, repair, and/or rehabilitation of any and all sustained injuries and/or damages to person or property and the condition of such person or property is uncertain, and that RELEASOR may require future treatment and/or repair to alleviate or cure RELEASOR's damages and/or injuries to person or property. RELEASOR covenants not to sue RELEASEE for any progression, natural or otherwise, of RELEASOR's injuries, illnesses, conditions, and/or damages to property, in exchange for the consideration referenced in this Release.

ADDITIONAL EFFECTS OF RELEASE

6.1 In exchange for the consideration referenced in this Release, RELEASOR covenants not to sue RELEASEE in the future for any claim arising from, incident to, connected to, or related to RELEASOR's property damage, injuries, illnesses, and/or conditions arising from,

incident to, connected to, or related to the INCIDENT IN QUESTION, and/or pursuant to any federal laws or regulations and/or any equivalent or additional state statute or regulation and/or local ordinance and/or under common law to the fullest extent permissible by law as of the date of this Release.

6.2 RELEASOR further acknowledges and agrees that no insurance proceeds have been used or will be used to cover any damages, losses, or expenses, whether known or unknown, allegedly sustained as a result of the INCIDENT IN QUESTION.

SATISFACTION OF LIENS

7.1 RELEASOR agrees to satisfy, compromise, or adjudicate any and all liens against the proceeds of this settlement arising from, connected, or related to the INCIDENT IN QUESTION (except for liens that, as may be provided in paragraph "**17.1,**" are otherwise satisfied), including but not limited to:

1. Liens to any insurance company providing coverage related to my damages or injury alleged in the claim that is the subject of this Release;
2. Liens asserted by any healthcare provider for past or future medical expenses incurred for the diagnosis or treatment of my injuries. RELEASOR agrees that RELEASEE has no obligation to pay or reimburse RELEASOR or any healthcare provider for any outstanding medical bills or expenses and/or any such bills or expenses in the future related to my injuries or property damage.
3. Attorney liens asserted by any attorney who has represented me or claims to have represented me, directly or indirectly, in this matter;
4. Employee Retirement Income Security Act ("ERISA") liens, 29 U.S.C. §1132;
5. Medicare liens, 42 U.S.C. §1395; and/or
6. Medicaid liens, 42 U.S.C. §1396.

INDEMNITY

8.1 In addition to the Release herein above recited given by RELEASOR, the consideration herein above receipted, RELEASOR agrees to indemnify, defend, and forever hold harmless RELEASEE from any and all claims, demands, causes of action, suits, cross-

claims, third-party actions, and expenses, which may be brought by any individual and/or entity claiming by, through, or on behalf of RELEASEE, arising from, incident to, connected to, or related to the INCIDENT IN QUESTION. This includes but is not limited to hospital and/or medical liens held by any treating physicians.

MEDICARE LIENS

9.1 In addition to all liens referenced in paragraph 8.1 above, RELEASOR agrees to indemnify, defend, and forever hold harmless RELEASEE against any and all claims, demands, causes of action, suits, crossclaims, third-party actions, and expenses associated with defending against any action to enforce the satisfaction of a Medicare lien, interest on any unpaid lien, any penalty assessed against RELEASEE and RELEASEE'S attorneys' fees. RELEASOR further agrees to waive any right to file an action under the private attorney general provision of the Medicare Secondary Payer Act. *See* 42 U.S.C. § 1395y(b)(3)(A).

COVENANT NOT TO SUE REGARDING MEDICARE LIEN

10.1 In exchange for the consideration referenced in this Release, RELEASOR covenants not to sue and waives any right he may have to bring any claim, demand, cause of action, suit, or cross-claims against RELEASEE pursuant to 42 U.S.C. § 1395(y)(2), for RELEASEE'S alleged failure to satisfy any Medicare lien arising from, incident to, connected to, or related to the INCIDENT IN QUESTION "to the extent that payment has been made, or can reasonably be expected to be made, with respect to the item or service" on RELEASOR's behalf related to RELEASORS' injuries and/or illnesses covered by this Release. The PARTIES further agree this Release and settlement agreement does not include payment of damages for future medical expenses.

MEDICAID LIENS

11.1 RELEASOR agrees to assume sole and total liability to Medicaid or any state public assistance agency ("State Plan") "to reimburse it for medical assistance payments made on behalf of an individual with respect to whom such assignment was executed ...." 42 U.S.C. §1396(k)(b). In the event that Medicaid or a State Plan files a legal action to recover any unpaid lien, **RELEASOR agrees to indemnify, defend, and forever hold harmless RELEASEE AND for all costs associated with defending against any action to enforce the satisfaction of a Medicaid or State Plan lien, interest on any unpaid lien, any penalty assessed against RELEASEE, and RELEASEE'S attorneys' fees and costs incurred in the defense of any such action.** *See* 42 U.S.C. §1395(y)(b)(2)(B)(iii); 42 U.S.C. §1395(y)(b)(3)(A). Subsequent to the execution of this Release, RELEASOR will not submit any bill to Medicaid or a State Plan for healthcare expenses related to the injuries alleged in the claim that is the subject of this Release, until such time as the proceeds of this settlement have been exhausted to pay for future medical expenses related to the injuries.

LAWS OF CONSTRUCTION

12.1 The PARTIES agree and understand this Release shall be construed and governed, in all aspects, including validity, interpretation, and effect, according to the laws of the State of Texas.

ENTIRE AGREEMENT BETWEEN PARTIES

13.1 The PARTIES agree and acknowledge that no other promises or agreements have been made between them and that this Release contains the entire agreement between them. The terms of this Release are contractual and not a mere recital.

SEVERABILITY

14.1 In the event that one or more of the provisions of this Release shall for any reason be held to be illegal or unenforceable, in whole or in part, by any court of law, such a holding shall not affect the remainder of this Release, which shall remain enforceable.

USE OF RELEASE BY RELEASEE

15.1 RELEASOR specifically agrees to the admission in evidence of the entirety of this Release and waives any objection to the admission in evidence of this Release in any legal proceeding, quasi-judicial proceeding, or administrative proceeding in any action against RELEASEE involving any and all claims, demands, causes of action, suits, crossclaims, third-party actions filed subsequent to the date hereof. RELEASOR understands that this Release may be asserted as an affirmative legal defense of release and/or accord and satisfaction in any and all subsequent claims, demands, causes of action, suits, crossclaims, third-party actions RELEASOR may file against RELEASEE for RELEASOR's alleged property damage and/or injuries alleged in the claim(s) that is the subject of this Release and/or any other claim covered by this Release. RELEASOR agrees that a duplicate or copy of this Release is admissible to the same extent as an original.

OPPORTUNITY FOR LEGAL ADVICE

16.1 RELEASOR acknowledges that he has had an opportunity to seek legal advice from his attorney(s) concerning the meaning and effect of this Release. RELEASOR agrees and acknowledges that he is not under any duress or undue influence to execute this Release, and has signed this Release knowingly, intelligently, and voluntarily.

16.2 RELEASOR hereby acknowledges and agrees that he has not sought or

received any legal advice, counsel, or guidance regarding the terms of this Release from the RELEASEE, the RELEASEE'S attorneys, agents, or representatives. RELEASOR further affirms that any decision to execute this Release has been made independently and without reliance on any advice or representation from the RELEASEE or any of his affiliates.

PAYMENT OF CONSIDERATION

17.1 Payment shall be made as follows:

Payment in the total amount of FIVE THOUSAND FIVE HUNDRED EIGHTY-EIGHT DOLLARS AND FIFTY-SIX CENTS ($5,588.56) shall be made payable to all lienholders with the remainder to **Clifford Johnston.**

Clifford Johnston, and his attorney and/or attorneys, if any, represent and warrant that they have compromised and resolved all outstanding liens against the consideration of this settlement as stated above in this paragraph 17.1.

NO ADMISSION OF LIABILITY

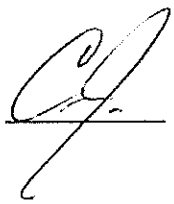
18.1 It is AGREED and UNDERSTOOD that the undersigned RELEASOR represents and warrants that this Release and the payment of the above mentioned sum of money is being made by the RELEASEE as a final compromise and settlement of a disputed claim in order that such Parties may buy his peace, and such payment is not to be construed as an admission of liability of any fact on the part of the RELEASEE, or anyone else.

18.2 The RELEASEE has expressly denied any liability. It is contracted that neither this instrument, nor the compromise and settlement agreement evidenced hereby, shall be used against the RELEASEE as evidence of liability or for estoppel in any suit, claim, or proceeding of any nature. However, this Release may be asserted by the RELEASEE as an absolute and final bar to any claim or proceeding against the RELEASEE now pending or hereafter brought or asserted by

any person, firm or corporation claiming by, through or under the RELEASORS as a result of the any injuries and/or damages to person or property.

NO REPRESENTATION BY RELEASEE OF TAX CONSEQUENCES

19.1 It is understood and agreed by and between the PARTIES that RELEASEE has not made and do not make any representation regarding the tax consequences of this settlement or of any payments provided for herein and that RELEASOR and the other Payees assume all responsibility, therefore.



SIGNED this 23rd day of June 2026 in the County of Galveston, State of Texas.

I HAVE READ THE FOREGOING FULL AND FINAL WAIVER, RELEASE, AND SETTLEMENT AGREEMENTAND HAVE INITIALED EACH PAGE. I UNDERSTAND THAT IT IS A FULL RELEASE OF ALL MY CLAIMS. I HAVE ALSO RECEIVED A COMPLETE COPY OF THIS FULL AND FINAL WAIVER, RELEASE, AND SETTLEMENT AGREEMENT.

BY: _____

CLIFFORD JOHNSTON

PRINTED NAME

THE STATE OF Texas §
§
COUNTY OF Galveston §

BEFORE ME, the undersigned authority, on this day personally appeared Clifford Johnston, known to me to be the person who executed the foregoing FULL AND FINAL WAIVER, RELEASE, AND SETTLEMENT AGREEMENT and acknowledged to me that they executed the same for the purposes and consideration therein express, that they executed the same as their own free act and deed after having it fully explained to them and after realizing the effect thereof to be a full and final discharge and release of all parties named therein, for any matter or thing dealt with in said instrument, and that the same was executed by him without any persuasion, promise, threat, force, duress, fraud or representation of any kind by any person whomsoever; and that at the time of execution of the said FULL AND FINAL WAIVER, RELEASE, AND SETTLEMENT AGREEMENT they were completely sober, sane, and capable of understanding the English language and the character of his acts and deeds, and was in complete charge of all of their faculties and capable of executing this FULL AND FINAL WAIVER, RELEASE, AND SETTLEMENT AGREEMENT and of understanding the significance of their acts.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23rd day of June, 2026.

_____

NOTARY PUBLIC, STATE OF Texas

R GRICE
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 03/03/27
NOTARY ID 288043-0

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*36.

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

Consideration of settlement and release agreement for Claim 23937184 with Damage Recovery through Enterprise Rental, aka Ean Holdings, LLC, arising from an incident that occurred on or about April 2, 2026, submitted by Legal Services Manager

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	6/29/26 4:23 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*37.

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

Consideration of approval of GIA invoice adding the Mental Health Wellness Center located at 1207 Oak St., La Marque, TX to all insurance coverages submitted by Legal Services Manager

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	6/26/26 11:13 am
2	Dianna Martinez	Approve	6/26/26 6:00 pm

INSURANCE

INVOICE

All premiums payable on or before effective date of policy.

ACCOUNT NO. 00000928 /

DATE June 24, 2026

County Of Galveston & Galv Cty Comm Court
722 Moody, 3rd Floor
Galveston, TX 77550

FOR: _____

$_____
PAYMENT ENCLOSED

PROPOSED EFFECTIVE DATE	PROPOSED EXPIRATION DATE	QUOTE / POLICY #	DESCRIPTION	AMOUNT
11/1/2025	11/1/2026	ZFX9873454-04; 0100408285-0; ENPCP-25-1282759-00	Commercial Property Endt adding 1207 Oak St	$5,504.63
11/1/2025	11/1/2026	TWCB0000863633	Windstorm & Hail Endt adding 1207 Oak St	$38,302.00
11/1/2025	11/1/2026	BME1-B7541130-TIL-25	Equipment Breakdown Endt adding 1207 Oak St	$159.00
7/5/2026	7/5/2027	42115282512200	New Flood Policy for 1207 Oak St	$5,759.00
			PLEASE MAKE CHECK PAYABLE TO GIA **Thank you!**	
			PAYMENT DUE BY 7/22/2026	
Payment and signed documents must be returned to GIA before a request for coverage can be made to the Insurance Company				
			TOTAL ESTIMATED AMOUNT DUE	**$49,724.63**

Thank you for your payment. We greatly appreciate your business!

6025 Heards Lane, Galveston TX 77551 • P O Box 16767, Galveston TX 77552
409-740-1251 • FAX 409-740-0513
www.gia-tx.com

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*38.

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

Consideration of release of lien for Lots 11 & 12 Blk 59 San Leon Townsite aka 331 6th St., San Leon, TX 77539 submitted by Grants Administration

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	6/26/26 5:17 pm

MEMORANDUM

To: Galveston County Commissioners Court
From: Grants Administration Department
Court Date: July 6, 2026
RE: Texas General Land Office Community Development Block Grant-GCHAP Hurricane Ike Disaster Recovery, Round 2 - No. B-08-DI-48-0001, Contract No. 72120014

BACKGROUND:

The purpose of the Community Development Block Grant (CDBG) Disaster Recovery Housing Program (DRHP) is to provide housing assistance to individuals and families impacted by Hurricane Ike, which made landfall on September 13, 2008. Through the Galveston County Housing Assistance Program (GCHAP), financial assistance is available for the rehabilitation, reconstruction, new construction, and demolition of owner-occupied homes, rental properties, and multifamily housing developments.

The Program is designed to address unmet housing needs by providing applicants with safe, sanitary, and secure housing. This objective is achieved by either bringing Hurricane Ike-damaged housing units into compliance with applicable health and safety standards or replacing structures that cannot be feasibly repaired due to technical or economic constraints.

All proposed Program activities must meet one of the following National Program Objectives:

- Principally benefit low- and moderate-income persons; or
- Aid in the prevention or elimination of slum and blight.

For projects that qualify for reconstruction, the Disaster Recovery Housing Program (DRHP) will utilize a standardized set of professionally designed plans and specifications that meet or exceed all applicable requirements, including:

- Housing Quality Standards (HQS);
- Minimum Property Standards (MPS);
- International Residential Code (IRC), including Texas Department of Insurance (TDI) windstorm provisions where applicable;
- International Energy Conservation Code (IECC);

- Construction Requirements for Single-Family Affordable Housing, including accessibility requirements;
- All applicable federal, state, and local construction, health, and safety codes; and
- Any additional requirements established by the Texas General Land Office (GLO).

Upon completion, each reconstructed home will comply with Section 2306.514 of the Texas Government Code.

As part of the lien release process, all construction activities must be fully completed, the homeowner's promissory note must be properly executed and recorded, and the affordability period must reach its five-year maturity date before a release of lien can be issued.

SUMMARY:

The property located at 331 6th St., San Leon, TX 77539, legally described as Lots 11 and 12, Block 59, San Leon Townsite, has been reviewed to determine eligibility for a lien release. Based on the examination of the available property records and supporting documentation, all applicable requirements, obligations, and conditions associated with the lien have been fully satisfied. No outstanding deficiencies, encumbrances, or compliance issues were identified that would prevent the release of the lien. Therefore, the property meets the necessary criteria, and the lien may be released upon completion of the appropriate administrative procedures.

RECOMMENDATION:

Grants Administration requests that the Court authorize the County Judge to sign the Release of Lien for the property listed above. Enclosed for your review and signature is the Release of Lien pertaining to the above-referenced property.

ATTACHMENTS FOR WET SIGNATURE

Release of Lien 331 6th St., San Leon

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GALVESTON §

RELEASE OF LIEN

That, County of Galveston, Texas, in consideration of the payment of the indebtedness described in and secured by the lien created by the instrument hereinafter mentioned, as the legal owner and holder of such indebtedness, does hereby release from the lien created, the real property described in the instrument of record in the office of the County Clerk of Galveston County, Texas, to-wit:

> **UNSECURED FORGIVABLE PROMISSARY NOTE FOR SINGLE FAMILY RENTAL PROGRAM UNDER FEDERAL AWARD B-08-DI-48-0001** dated **May 23, 2018**, filed for record under **Galveston County Clerk's File No. 2019004614**, in favor of **COUNTY OF GALVESTON, TEXAS**, against **Clarence Jones and Ann Nguyen**, in the amount of **$173,273.37 then decreased to $172,643.00** for a loan provided by federal disaster relief funds under the CDBG Disaster Recovery Program.

The property covered by the above instrument and hereby released is described as follows:

> **Abst. 10 A Edwards Lots 11 & 12 (11-0) Blk 59 San Leon Townsite aka 331 6th St., San Leon, TX 77539**

Executed this the _____ day of _____**, 2026.**

COUNTY OF GALVESTON, TEXAS ATTEST:

BY: _____ _____

MARK HENRY, County Judge Dwight D. Sullivan, County Clerk

BEFORE ME, the undersigned authority, on this day personally appeared MARK HENRY, County Judge, Galveston County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of the County of Galveston, Texas.

Given under my hand and seal of office on this _____ day of_____, 2026.

Seal

_____

Notary Public, State of Texas

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*39.

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

Grant Award/Agreement

1) **Court Date:** 7/6/2026
2) **Department:** Parks and Cultural Services
3) **Grant Agency:** FEMA
4) **Funding Source:** Public Assistance DR 4798
5) **Grant Start Date:** 7/9/2024
6) **Grant End Date:** 12/31/2026
7) **Program Year:** FY26
8) **Program End Date:** 7/9/2028
9) **Renewal Grant:** N/A
10) **Contract #:** DR-4798-766809-1534
11) **Description:** Category G - Parks, Recreational Facilities, and Other Items: Multiple Parks and Ball Fields Damages

12) **Grant Organization Keys:**
13) **Grant Type:**

Expenditure Type

14) **Grant Funded:** $100,694.06 (75%)
15) **County Funded:** $33,564.69 (25%)
16) **Total Project Amount:** $134,258.75
17) **Assigned Department Contact:** Martha Lee

County Funding Sources

18) **Match Fund:** 5910100 - Grant Match Mandatory
19) **Match Division:**

NOTES: Approve Scope and Cost Modification related to DI 1414473 Site 2

Approval History

Seq #	Approver	Action	Action Date
1	Jamie Brownson	Disapprove	6/24/26 10:41 am
Notes:	Update department		
2	Jamie Brownson	Approve	6/24/26 10:43 am
3	Miriam Moran	Approve	6/24/26 10:58 am
4	Martha Lee	Approve	6/24/26 4:08 pm
5	Diana Huallpa	Approve	6/25/26 10:27 am
6	Sergio Cruz	Approve	6/25/26 10:50 am

MEMORANDUM

To: Galveston County Commissioners Court

From: Grants Administration

Court Date: July 6, 2026

RE: FEMA PW 1534 - DR4798TX - Project 766809 – G – Multiple Parks and Ball Fields Damages Scope and Cost Modification Request

BACKGROUND

Hurricane Beryl impacted Galveston County between July 5–9, 2024, resulting in damages to multiple County facilities.

On July 22, 2024, Galveston County Commissioners Court approved the submission of the Request for Public Assistance, and County staff conducted damage assessments and compiled a list of eligible damaged facilities.

On May 18, 2026, FEMA obligated PW 1534 – Multiple Parks and Ball Fields Damages in the amount of $125,074.40 for eligible repair work at multiple County facilities, including:

- High Island Emergency Shelter/Gymnasium Fence Damage – $4,200.00
- Jack Brooks Park – $86,909.40
- Paul Hopkins Park Pavilion – $16,175.00
- Santa Fe Stockyards – $17,790.00

During project development for the Jack Brooks Park baseball field lighting repairs, the County determined that a purpose-built prestressed concrete sports lighting pole is the most appropriate replacement for the damaged facility because it is specifically engineered for athletic field lighting systems and designed to support the required fixtures and environmental loading. The revised design restores the baseball field lighting system to its predisaster function using currently available materials and construction practices while maintaining the original purpose and capacity of the facility.

As a result, the estimated cost for the Jack Brooks Park lighting repairs has increased by $9,184.35, from $86,909.40 to $96,093.75.

SUMMARY

This item is being presented to Commissioners Court to authorize the submission of a Scope and Cost Modification Request for PW 1534 – Multiple Parks and Ball Fields Damages to increase the approved project amount by $9,184.35 for the replacement of the damaged baseball field lighting pole at Jack Brooks Park.

If the Scope and Cost Modification is approved by FEMA and TDEM, the County will proceed with procurement in accordance with Galveston County Purchasing Policies, including obtaining any additional quotations or bids required prior to award.

FINANCIAL SUMMARY

Description	Original	Increase	Proposed
FEMA Cost Share 75%	$93,805.80	$6,888.26	$100,694.06
Local Cost Share 25%	$31,268.60	$2,296.09	$33,564.69
Total Project Cost	$125,074.40	$9,184.34	$134,258.75

RECOMMENDATIONS

Grants Administration respectfully requests that Commissioners Court authorize the submission of a Scope and Cost Modification Request for PW 1534 – Multiple Parks and Ball Fields Damages.

ATTACHEMENTS FOR REVIEW

- **Galveston County Subaward 766809 Packet**
- **Original Light Pole Estimate**
- **New Light Pole Estimate**

National LED PROPOSAL

Prepared For:

Client: Heather Melton
Phone: (409)-770-5434
Email: heather.melton@galvestoncountytx.gov
Company: Galveston County

Project Details

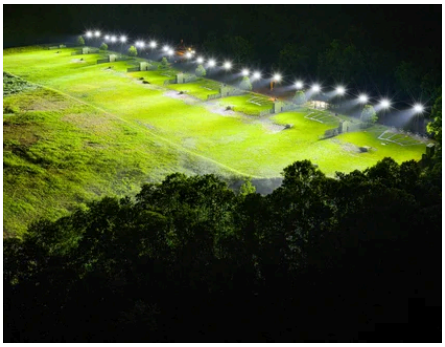
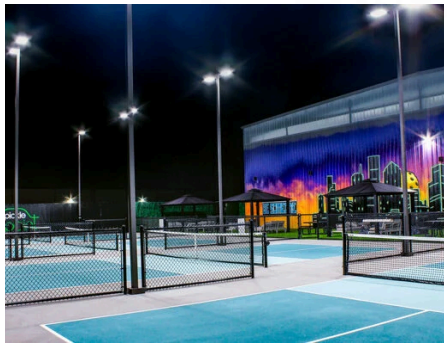
Proposal #: 816215

Prepared By:

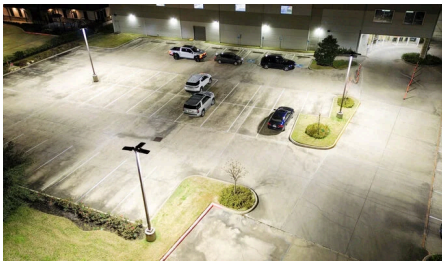
National LED
6699 Portwest Drive, Houston,
TX, 77024.
Office phone: 281-636-5095

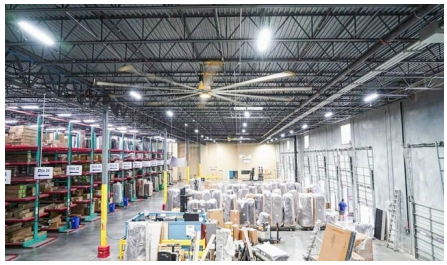
Sales rep: Grace Medley
Email: gmedley@nationalled.com
Mobile: (832)-973-2173

Date: May 11, 2026

Complete LED Lighting Solutions, Nationwide.



National LED PROPOSAL

Sales rep: Grace Medley
Email: gmedley@nationalled.com
Mobile: (832)-973-2173

Products & services	Quantity	Unit price	Total
Stadium Pro Sports Light 800w 800W, 200-480V, 5700K, 120,000LM Optical: NEMA 3X3 5X5 Remote drivers included (2 boxes per pole)	6	$1,850.00	$11,100.00
New 70FT Concrete Pole With (2) new cross arms	1	$15,000.00	$15,000.00
Installation Materials and Labor Need for: Removal and disposal of existing broken wooden pole, cross arms and Metal Halide fixtures. Unload and Stage 70' poles. Mount New light brackets and LED fixtures Wire new pole and remote drivers. Supply J-Box's to extend existing light pole power feeds Auger 10' Pole Lull and Crain and digger truck to set new pole Boom lift to adjust lights Concrete work needed Trencher for underground power feeds Aiming for of fixtures for proper footcandle distribution. Permits if needed	1	$60,000.00	$60,000.00
Subtotal			$86,100.00
Total			**$86,100.00**

*Applicable TAXES will be added to the final invoice if not listed above.

💡 **Save More with National LED**
Ask us about our **Energy Broker Services** and see how bundling LED + Energy can double your savings.
Request an Energy Quote

GENERAL TERMS & CONDITIONS

DELIVERY: Buyer shall pay freight charges by Seller's regular method of shipment, i.e., via rail, freight forwarders, or motor carrier to any one destination in the United States, Seller reserving the right to control the routing. Terms shall be F.O.B. Seller's premises. Any charges by carrier shall be paid by Buyer. All shipments are insured at the Buyer's expense and made at the Buyer's risk. Identification of the goods to the contract shall occur as each shipment is placed in the hands of the carrier.
PHOTOMETRICS: All photometric layouts provided by National LED are strictly illustrative and for conceptual purposes only. Values shown are estimated and may not reflect actual site conditions or final performance. Variances can occur due to installation methods, mounting height, environmental conditions, and product changes. National LED makes no guarantee regarding footcandle levels or lighting uniformity. By accepting these layouts, the Buyer agrees that National LED bears no responsibility or liability for decisions made based on these examples.
DELAYS: Seller will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by Buyer by reason of such delay. Contracts may not be cancelled due to delay once contract is signed, or purchase order is made. Force Majeure: Seller shall not be held liable for any delay or failure to perform due to acts of God, natural disasters, labor strikes, supply chain disruptions, pandemics, or any cause beyond its reasonable control.
SELLER'S RIGHT OF POSSESSION: Until full and final payment is received by Seller, all merchandise delivered by Seller to Buyer shall be the sole property of the Seller and shall not, by reason of any connection to realty, be deemed to be any fixture or appurtenance to realty and shall be severable therefrom. Seller shall have the right, in addition to all others it may possess, at any time, for credit reasons or because of Buyer's default or defaults, to withhold shipments, in whole or in part, to recall goods in transit and retake same, and to repossess and remove all merchandise delivered to Buyer.
WARRANTY: Product warranty begins from the date of manufacture. National LED reserves the sole right to determine if a product issue qualifies under warranty. Warranty claims must be submitted in writing and include proper documentation. Misuse, improper installation, unauthorized repairs, or environmental damage may void the warranty
CONSTRUCTION: National LED is not responsible for any damage to landscaping, pavement, concrete, grass, structures, or other property caused during delivery, installation, or service due to the use of tools, equipment, or vehicles necessary for project completion. By proceeding, Buyer assumes this risk and agrees to hold National LED harmless from any claims arising from such damage.
TERMINATION UPON DEFAULT: Upon completion of signatures on this contract, buyer may not cancel orders or payments unless approval given buy seller. If seller suffers lack of payment, interest in the amount of 5% compounded daily may be applied.
ACCEPTANCE: This is not a firm offer and may be changed or revoked at any time before execution by seller. Acceptance of this offer is expressly limited to the exact terms contained herein and any attempt to alter or omit any of such terms by buyer shall be deemed a rejection and a counteroffer. These terms and conditions shall supersede any provisions, terms, and conditions contained on any confirmation order, or other writing Buyer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof. Seller makes no representations or warranties concerning this order except such as are expressly contained herein, and this Agreement may not be changed or modified orally.
SETOFF: Any claims of Buyer against Seller relating to this Agreement shall be subject to setoff or counterclaim of Seller arising out of this or any other agreement with Buyer.
MARKETING APPROVAL: Buyer agrees to allow Seller to produce and use photographs, drawings, descriptions or likenesses of product and their location in any marketing, advertising or promotional materials in all media. Furthermore, National LED reserves the right to conduct and publish case studies for all transactions and projects National LED participates in. Only with Buyer's written permission and shall not include any photographs, drawings, descriptions or likenesses of any logo, marketing material, etc.
ELECTRICAL CONNECTIONS: Post-installation visits for electrical connections will only occur upon Buyer's written request and are billable. Buyer is solely responsible for providing necessary electrical infrastructure, including circuits, panels, and switches, prior to installation. National LED is entitled to full payment upon physical installation of fixtures, regardless of the site's electrical readiness or connection delays.
TAXES: Unless otherwise noted, prices on the specified products are exclusive of all city, state, and federal excise taxes, including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes. Wherever applicable, any tax or taxes will be added to the invoice as a separate charge to be paid by the Buyer.
NON-PAYMENT: If final payment is not received within 45 days of completed installation, Buyer authorizes National LED to remove the installed fixtures without prior notice. All deposits shall be forfeited and deemed non-refundable. Buyer waives all claims of ownership until full payment is received.
RETURNS: Fixtures purchased by client are deemed owned by client once paid for unless RMA is requested in writing via email. Returns will be subject to a minimum of a 25% return fee.
DISPUTE RESOLUTION AND BINDING ARBITRATION: Any dispute, claim, or controversy arising out of or relating to this Agreement or the products or services provided by National LED shall be resolved by National LED preferred choice of court or through binding arbitration. Arbitration shall be conducted in Harris County, Texas, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on both parties, and judgment may be entered in any court having jurisdiction. Both parties waive the right to a jury trial for any dispute related to this Agreement.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. Payment will be made as deposit or full payment upon delivery.
NOTE: AGREEMENT WILL NOT BECOME EFFECTIVE UNTIL SUCH TIME AS IT IS AUTHORIZED BY SELLER.

Signature

Signature

Date

Printed name

Trusted by Leading Brands Nationwide

- Serving clients with a **National** footprint
- Worked with major groups including **Mercedes Benz, Cube Smart, and United Airlines**
- **LED Lights private labeled by 2 of the world's 5 largest lighting companies**

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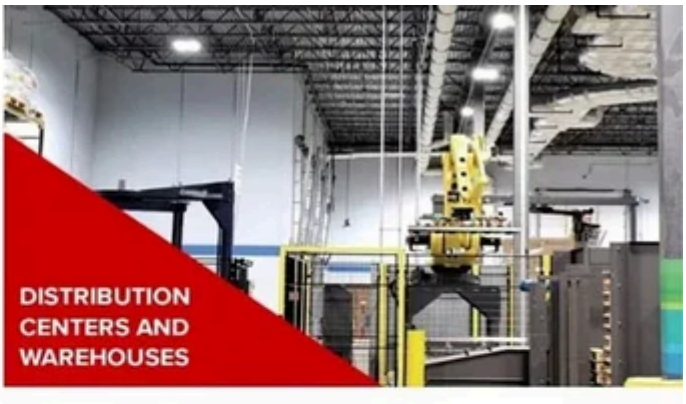
















CRESCENT

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October 16, 2024

Customer: Galveston County Beaches & Parks
Location: Jack Brooks Park
Project: Broken Light Pole
Contact: Jimmy Gibson
Thank you for the opportunity to quote you on the following scope of work.
Qualifications:
All work is to be performed during normal business hours.

1. Remove existing broken telephone pole.
2. Install new class 1 90ft wooden telephone pole.
3. Install 11 480v 1200w LED sports lighters with cross arms.
4. Install new PVC conduit and wiring up pole.
5. Install Junction box and fusing at pole base.

Labor: $ 9,400.00
Material: $ 57,515.65 (includes escort, permit and delivery fees of 90ft pole)
Crane, Digger truck & 125ft JLG: $ 10,000.00
Total: $76,915.65
This above price excludes tax and is good for 30 days unless otherwise noted.
There will be a 3% processing fee on all credit/debit card purchases.
Thank you,

Chad Theobald
(409-682-0334)

P O Box 36, 1319 First Street, La Marque, TX 77568 Phone 409-935-2416 Fax 409-935-2428

TDEM
THE TEXAS A&M UNIVERSITY SYSTEM

May 18, 2026

Jamie Brownson
Grants Coordinator III
Galveston County
722 21st St.
Galveston, TX 77550

FIPS Number: 167-99167-00
UEI Number: DRP9KU1PVJN4

RE: FEMA Public Assistance Grant 4798 – Hurricane Beryl

Assistance Listing Number (ALN) 97.036 – Public Assistance Grant Program
Federal Award Identification Number 4798DRTXP00000001
FEMA Project Number: 01534; Amendment: 0
DR 4798 Emergency Work Deadline: 01/09/2025
DR 4798 Permanent Work Deadline: 07/09/2028
Project Title: 766809 – G – Multiple parks and Ball fields Damages
Scope of Work Date: 07/09/2024 to 12/31/2026
Period of Performance: 07/09/2024 to 12/31/2026
Award Notification

A FEMA Public Assistance subgrant has been awarded by Texas Division of Emergency Management (TDEM).

Project #: 766809						
Version / Amendment	**Federal Award Date**	**Total Subgrant Amount**	**Federal Cost Share Percentage**	**Federal Funds Obligated**	**Local Cost Share Percentage**	**Local Cost Share Amount**
0	05/11/2026	$125,074.40	75%	$93,805.80	25%	$31,268.60
Total		$125,074.40		$93,805.80		$31,268.60

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. For disasters declared prior to August 1, 2017, Direct Administrative Costs are allowable as outlined in the project scope. Management costs are allowable under a separate award for disasters declared on or after August 1, 2017.[11]

[1] Refer to Management Cost guidance detailed in Section 324 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act and within the Public Assistance Management Costs (Interim) Recovery Policy FP 104-11-2.

A copy of the approved scope of work can be viewed at the version tab in GMS for this project at Grants.tdem.texas.gov and is also attached for your convenience. If your project contains 406 Mitigation Proposal, it will also be attached and available at the version tab.

Your project worksheet may or may not have environmental and historical considerations and conditions that must be met. A copy of the Record of the Environment Consideration (REC) can be viewed at the version tab in GMS for this project as well.

The terms and conditions remain in effect as outlined in the original Grant Terms and Conditions, and any subsequent State amendments.

It is important that the Subrecipient read, understand, and comply with the scope of work and all terms and conditions. It is also vital that this information be disseminated to Subrecipient's staff and contractors that are involved in work related to administrative support or administration of the subgrant.

If changes are needed to the scope of the subaward, period of performance or costs associated to the subaward, the Subrecipient should immediately contact TDEM. No change will be considered made to the subaward until the Subrecipient is notified in writing by TDEM.

Should you wish to appeal any determination related to this project you must do so within 60 days of receipt of the notice of the action. If you elect to appeal, please submit your appeal with any documentation supporting your position directly to TDEM via the Grants Management System at https://grants.tdem.texas.gov within the allotted time. Here is the Project Appeal Job Aid for your guide Project Appeals Job Aid.

If you have any questions, please contact TDEM Recovery Coordinator, George Cano, by phone at (832) 374-3139, or email at george.cano@tdem.texas.gov or you may contact the TDEM Support Affiliate, Tho Do, by phone at (254) 300-7023 or by email at tho.do@bdogov.com.

ATTACHMENTS: Scope of Work (FEMA Project Worksheet)
Record of Environmental Considerations

Department of Homeland Security
Federal Emergency Management Agency

General Info

Project #	766809 **P/W #** 1534	**Project Type**	Estimated Costs
Project Category	G - Parks, Recreational Facilities, and Other Items	**Applicant**	Galveston County (167-99167-00)
Project Title	DR4798TX - 766809 - Multiple parks and Ball fields Damages	**Event**	4798DR-TX (4798DR)
Project Size	Small	**Declaration Date**	7/9/2024
Activity Completion Date	12/31/2026	**Incident Start Date**	7/05/2024
Process Step	Obligated	**Incident End Date**	7/9/2024

Damage Description and Dimensions

The Disaster # 4798DR, which occurred between *07/05/2024* and *07/09/2024*, caused:

Damage #1414470; High Island Emergency Shelter/Gymnasium Fence damage

General Facility Information:

- **Facility Type:** Parks, Cemeteries, and Recreational Facilities
- **Facility:** High Island Emergency Shelter/Gym Fence Damage
- **Facility Description:** The shelter is at one of the highest elevations along the Gulf coast, a 9,500 square foot facility, and will withstand over 175 mph winds. The building has been constructed with 55-foot concrete piles, 18-inch-thick walls, and a 660,000-pound concrete roof. It was designed with a rainwater harvesting system and a backup generator to keep the building running. It is a lifesaving venue in the event of another disaster, but its day-to-day activity will involve basketball and volleyball games, to include showers, lockers, and concessions.
- **Year Built:** 2017
- **Location Description:** 2116 6th Street High Island, Texas 77623
- **GPS Latitude/Longitude:** 29.56297, -94.38931

General Damage Information:

- **Date Damaged:** 7/5/2024 to 7/9/2024
- **Cause of Damage:** High wind driven rain

Facility Damage:

29.56297-94.38931:

- Fencing, 600 SF of coated chain-link fence, 100 FT long x 6 FT high, high velocity wind driven rain disconnected fence from poles causing it to buckle, 0% work completed.

Damage #1414473; Jack Brooks Park

General Facility Information:

- **Facility Type:** Parks, Cemeteries, and Recreational Facilities
- **Facility:** Ball Park fields used for public use and recreational activities such as baseball and softball
- **Facility Description:** Ball Park fields used for public use and recreational activities such as baseball and

softball. The facility has dugouts, and ball field lights. Jack Brooks Park also has 362.7 acres of lush greenery and winding trails
- **Approx. Year Built:** 1986
- **Location Description:** 5700 FM 2004, Hitchcock, Texas 77563

General Damage Information:

- **Date Damaged:** 7/8/2024
- **Cause of Damage:** High velocity winds and wind driven rain

Facility Damage:

Site 1: (29.36503, -95.03637):
- Athletic Fields, 360 SF of Dugout 1 Metal Roof Sheeting, 36 FT long x 10 FT wide, High velocity winds and wind driven rain caused the metal roof sheeting to become dislodged , 100% work completed.
- Athletic Fields, 17 each of Dugout 1 Ceiling Joist, 8 FT long x 4 IN wide x 2 IN thick, High velocity winds and wind driven rain caused the ceiling joists to become dislodged and warped, 100% work completed.
- Athletic Fields, Dugout 1 Roof Supports 90 Linear Feet , 90 LF long x 6 IN wide x 2 IN thick, High velocity winds and wind driven rain caused the roof supports to become dislodged and warped, 100% work completed.
- Athletic Fields, Dugout 1 Roof Exterior Supports (1in L x 11in W), (36 x 2) + (9 x 2) = 90LF Perimeter, High velocity winds and wind driven rain caused the roof exterior supports to become dislodged and warped, 100% work completed.
- Athletic Fields, 30 SF of Dugout 2 Metal Roof Sheeting, 3 FT long x 10 FT wide, High velocity winds and wind driven rain caused the metal roof sheeting to become dislodged, 0% work completed.

Site 2: (29.36617, -95.03717):
- Lighting, 1 each of Baseball Power Pole With 11 Lights, 90FT H x 18in DIA, High velocity wind caused the power pole to break off and fell to the ground, 0% work completed.

Damage #1414483; Paul Hopkins Park Pavilon

General Facility Information:

- **Facility Type:** Parks, Cemeteries, and Recreational Facilities
- **Facility:** The Paul Hopkins Park Pavilion is used for recreational activities and public events,
- **Facility Description:** The Paul Hopkins Park Pavilion is used for recreational activities and public events, the park itself has several picnic areas along with fishing and a playground
- **Year Built:** 1986
- **Location Description:** 1000 A FM 517 West, Dickinson, Texas 77539
- **GPS Latitude/Longitude:** 29.45471, -95.06714

General Damage Information:

- **Date Damaged:** 7/8/2024
- **Cause of Damage:** High velocity winds and wind-blown debris from several tree branches caused the pavilion roof to become blown off and dislodged

Facility Damage:

Site 1: Roof:
- Pavilion, 15 SF of Fiberglass roof sheeting, 5 FT long x 3 FT wide, High velocity winds and wind-blown debris caused parts of the roof to become blown off and dislodged, 0% work completed.
- Pavilion, 1 each of Roofing rafter pressure treated support beam, 11 FT long x 4 IN wide x 2 IN thick, High winds and wind-blown debris from tree branches caused the pressure treated support beam to break, 0% work completed.

Damage #1414489; Santa Fe Stockyards

General Facility Information:

- **Facility Type:** Other
- **Facility:** Standard wooden fence used as a barrier for the Santa Fe Stockyards
- **Facility Description:** Pressure treated wooden fence with galvanized metal posts, pressure treated wooden supports, and pressure treated cedar bare boards
- **Approx. Year Built:** 1985
- **Location Description:** 11730 Highway 6, Santa Fe, Texas 77510
- **Start GPS Latitude/Longitude:** 29.36833, -95.07576
- **End GPS Latitude/Longitude:** 29.36920, -95.07540

General Damage Information:

- **Date Damaged:** 7/8/2024
- **Cause of Damage:** High velocity winds caused the fence to be blown over

Facility Damage:

Site 1:

- Fence, 760 each of Pressure treated cedar plank. 6 FT H x 6 IN W x 0.5 IN T, 380 Linear Feet, High velocity winds caused the pressure treated cedar planks to become blown over, 100% work completed.
- Fence, 55 each of Galvanized metal posts with concrete footers, 8ft H x 2in DIA, High velocity winds caused the metal posts to be blown over, 100% work completed.
- Fence, 55 each of Pressure treated cedar base boards, 7 FT long x 6 IN high x 2 IN thick, High velocity winds caused the pressure treated cedar boards to become blown over, 100% work completed.
- Fence, 165 each of Pressure treated supports, 7 FT long x 4 IN high x 2 IN thick, High velocity winds caused the pressure treated supports to be blown over , 100% work completed.

Final Scope

1414470 High Island Emergency Shelter/Gymnasium Fence damage

Work to be Completed

The applicant will utilize contract for repairs to the High Island Emergency Shelter/Gymnasium Fence to restore this facility to its pre-disaster design, function and capacity (in-kind) within the existing footprint.

Fencing

A. Remove and replace 600 SF of coated chain-link fence

Work to be completed Total: $4,200.00

Project Notes:

1. In accordance with FEMA's Simplified Procedures policy, FEMA developed the DDD, Scope and Cost with the information/documentation/certification provided by the Applicant.

1414473 Jack Brooks Park

Work to be Completed

The applicant will utilize contract and/or force account for repairs to the Jack Brooks Park to restore this facility to its pre-disaster design, function and capacity (in-kind) within the existing footprint.

Site 1:

Roofing:

A. Remove and replace 90 LF of Dugout #1 roof supports (sub-fascia), 2 IN x 6 IN

B. Remove and replace 90 LF of Dugout #1roof exterior supports (fascia), 1 IN x 11 IN

C. Remove and replace 136 LF each of Dugout #1 ceiling joist, 2 IN x 4 IN x 8 FT long

D. Remove and replace 360 SF of Dugout #1 metal roof sheeting

E. Remove and replace 30 SF of Dugout #2 metal roof sheeting

Site 2:

Electrical:

A. Remove and replace 1 each of baseball light pole with 11 lights

Work to be completed Total: $86,909.40

Scope Note:

1. One or more items within the DDD are indicated as work completed. No supporting documentation is present at this time. All damaged items were estimated as work to be completed.

1414483 Paul Hopkins Park Pavilon

Work to be Completed

The applicant will utilize contract and/or force account for repairs to the Paul Hopkins Park Pavilion to restore this facility to its pre-disaster design, function and capacity (in-kind) within the existing footprint.

Roofing

A. Remove and replace 15 SF of fiberglass roof sheeting, 3 FT wide x 5 FT long

B. Remove and replace 11 LF of roofing rafter pressure treated support beam, 2 IN x 4 IN

Work to be completed Total: $16,175.00

Scope Note:

1. Correct address for the facility is 1100 FM517, Dickinson, TX 77539.

1414489 Santa Fe Stockyards

Work Completed

The applicant utilized contracts for the repairs to the Santa Fe Stockyards to restore this facility to its pre-disaster design, function and capacity (in-kind) within the existing footprint.

Contract:
A. Removed and replaced 57 each of galvanized metal posts with concrete footers

B. Removed and replaced 55 each of pressure treated cedar base boards

C. Removed and replaced 760 each of pressure treated cedar plank, 6IN w x 1/2-IN thk. x 6 FT high

D. Removed and replaced 165 each of pressure treated supports

Work Completed Totals
1. Contracts: $17,790.00
   a) Fencing: $17,790.00

Work Completed Total: $17,790.00

Scope Note:

1. The fence post quantity listed in the DDD is 55; however, based on the submitted work completed, the correct quantity should be 57. Refer to Fence Repair invoice and purchase order.pdf

Cost

Code	Quantity	Unit	Total Cost	Section
9001 (Contract)	1.00	Lump Sum	$4,200.00	Uncompleted
9001 (Contract)	1.00	Lump Sum	$86,909.40	Uncompleted
9001 (Contract)	1.00	Lump Sum	$16,175.00	Uncompleted
9001 (Contract)	1.00	Lump Sum	$17,790.00	Completed

CRC Gross Cost	$125,074.40
Total 406 HMP Cost	$0.00
Total Insurance Reductions	$0.00
CRC Net Cost	$125,074.40
Federal Share (75.00%)	$93,805.80
Non-Federal Share (25.00%)	$31,268.60

Award Information

Version Information

Version #	Eligibility Status	Current Location	Bundle Number	Project Amount	Cost Share	Federal Share Obligated	Date Obligated

Drawdown History

EMMIE Drawdown Status As of Date	IFMIS Obligation #	Expenditure Number	Expended Date	Expended Amount
No Records				

Obligation History

Version #	Date Obligated	Obligated Cost	Cost Share	IFMIS Status	IFMIS Obligation #
0	5/11/2026	$93,805.80	75%	Accepted	4798DRTXP00015341

Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326.
- The Recipient must submit its certification of the subrecipient's completion of all of its small projects and compliance with all environmental and historic preservation requirements within 180 days of the applicant's completion of its last small project, or the latest approved deadline, whichever is sooner.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding $5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.

Insurance

Additional Information

2/9/2026

GENERAL INFORMATION

Event: DR 4798 (TX)

Project: 766809

Category of Work: Cat G - Parks, Recreation, Misc

Applicant: Galveston County (167-99167-00)

Event Type: Hurricane

Cause of Loss: Wind / Wind Driven Rain

Incident Period: 7/5/2024 to 7/9/2024

Total Public Assistance Amount: $125,074.40

COMMERCIAL INSURANCE INFORMATION

Does the Applicant have a Commercial Policy: Yes

Policyholder (Named Insured) per Policy Documents: County of Galveston

Policy Issued by: Zurich American

Policy Number: ERP9873454-02

Policy Period: From: 11/1/2023 To: 11/1/2024

Policy Valuation: Scheduled Policy

Policy Limits: $50 Million

RCV or ACV: Replacement Cost Value

Deductible Type: Per Occurrence : $1,000,000.00

Does the Applicant's Commercial Policy extend coverage for the damage described in this project: Yes

The amount of deductible being funded in this project is $115,080.65.

The amount of the deductible previously funded in other project(s) for the facilities listed in this project are $156,569.09

With project 766797.

Final Insurance Settlement Status: Damages for this project do not exceed the deductible

NUMBER OF DAMAGED INVENTORIES INCLUDED IN THIS PROJECT: (1)

Project	DI	Facility	Address	CRC Cost	Amount toward the $1 million deductible
766809	1414470	High Island Emergency Shelter / Gym Fence	2116 6th Street High Island, Texas 77623	$4,200.00	$4,200.00
	1414473	Jack Brooks Park Site 1 Fields	5700 FM 2004, Hitchcock, Texas 77563	$9,993.75	$0.00

		Site 2 Lighting		$76,915.65	$76,915.65
	1414483	Paul Hopkins Park Pavilon	1000 A FM517 West, Dickinson, Texas 77539	$16,175.00	$16,175.00
	1414489	Santa Fe Stockyards fence	11730 Highway 6, Santa Fe, Texas 77510	$17,790.00	$17,790.00
		TOTALS		**$125,074.40**	**$115,080.65**

Prior Obtain and Maintain Requirement:

No prior insurance requirements were found for this facility.

Reduction(s):

No Reduction is being made to this facility. The deductible has not been exceeded.

Obtain and Maintain Requirement:

No Obtain & Maintain Requirement is being mandated because facility does not meet the definition of building, equipment, contents, or vehicle.

Insurance Proceeds Statement:

FEMA's Recovery Policy FP 206-086-1, Public Assistance Policy on Insurance (June 29, 2015), requires applicants to take reasonable efforts to recover insurance proceeds that it is entitled to receive from its insurers. FEMA will consider final insurance settlements that may be less than the insurance policy limits when an applicant demonstrates that it has taken reasonable efforts to recover insurance proceeds that it is entitled on a case-by-case basis.

Standard Insurance Comments

FEMA Policy 206-086-1
PART 2: Other Insurance-Related Provisions. (Sections 312 and 406(d) of the Stafford Act)

A. Duplication of Benefits. FEMA cannot provide assistance for disaster-related losses that duplicate benefits available to an applicant from another source, including insurance.

1. Before FEMA approves assistance for a property, an applicant must provide FEMA with information about any actual or anticipated insurance settlement or recovery it is entitled to for that property.

2. FEMA will reduce assistance to an applicant by the amount of its actual or anticipated insurance proceeds.

3. Applicants must take reasonable efforts to recover insurance proceeds that they are entitled to receive from their insurer(s).

Graciela Garza, PA Insurance Specialist

CRC Central, Denton, TX

O&M Requirements

There are no Obtain and Maintain Requirements on **DR4798TX - 766809 - Multiple parks and Ball fields Damages** .

406 Mitigation

There is no additional mitigation information on **DR4798TX - 766809 - Multiple parks and Ball fields Damages** .

Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders? **Yes**

EHP Conditions

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
- The applicant is responsible for coordinating with and obtaining any required Section 404 Permit(s) from the United States Army Corps of Engineers (USACE) and/or any Section 401/402 Permit(s) from the State prior to initiating work. The applicant must comply with all conditions of the required permit(s). All coordination pertaining to these activities should be retained as part of the project file in accordance with the respective grant program instructions.

EHP Additional Info

There is no additional environmental historical preservation on **DR4798TX - 766809 - Multiple parks and Ball fields Damages** .

Final Reviews

Final Review

Reviewed By SPERRY, CHERYL G. **Reviewed On** 04/17/2026 12:56 PM EDT

Review Comments

I concur with all reviews. It is the responsibility of the Recipient to ensure that costs incurred by the applicant applicable to this project are in accordance with all PA Program statutes, regulations, and policies. Any discrepancies and omissions will be resolved at close out of this application. Cheryl Sperry

Recipient Review

Reviewed By LaBorde, Chad **Reviewed On** 04/20/2026 2:22 PM EDT

Review Comments

No comments available for the Recipient Review step

Project Signatures

Signed By Brownson, Jamie **Signed On** 04/20/2026

FEDERAL EMERGENCY MANAGEMENT AGENCY

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: PA-06-TX-4798-PW-01534

Title: 766809-DR4798TX - 766809 - Multiple parks and Ball fields Damages

NEPA DETERMINATION

Non Compliant Flag: No
EA Draft Date:
EA Final Date:
EA Public Notice Date:
EA Fonsi Date:
Level: STATEX
EIS Notice of Intent Date:
EIS ROD Date:

Comments: Galveston County, Category G, Multiple Parks and Ball Fields Damages, 100% Complete

The Applicant utilized contracts to restore perimeter fencing damaged by hurricane-force winds at six (6) locations at four (4) sites operated by Galveston County, TX. Repairs were back to pre-disaster design, function, and capacity (in-kind) within the existing footprints, including repair or removal and replacement of:

Site 1 -- High Island Emergency Shelter (GPS Latitude 29.56297, Longitude -94.38931; 2116 6th Street High Island, TX 77623; Date of Construction [DoC] 2017): Coated chain link fence fabric.
Site 2 -- Jack Brooks Park (5700 FM 2004, Hitchcock, TX 77563; DoC 1986) Baseball Fields: Dugout #1 (GPS 29.36503, -95.03637) - Metal roof sheeting, ceiling joists, and support posts; Dugout #2 (no GPS coordinates listed) - Metal roof sheeting; and outfield Power Pole (GPS 29.36617, -95.03717) 90 FT H with 11 floodlights.
Site 3 - Paul Hopkins Park Pavillion (GPS 29.45471, -95.06714; 1000 FM 517 West, Dickinson, TX 77539; DoC 1986) - Fiberglass roof sheathing and support rafters.
Site 4 -- Santa Fe Stockyards (GPS Start 29.36833, -95.07576; End 29.36920, -95.07540; 11730 Highway 6, Santa Fe, TX 77510; DoC 1985) - Galvanized metal posts with concrete footers, pressure treated cedar base boards and planks, and supports.

All replaced poles were reinstalled in their pre-disaster holes, resulting in no new ground disturbances. No mitigation was proposed with this project. A full list of work completed can be found in the Scope of Work in Grants Manager.

This project has been determined to be Statutorily Excluded from NEPA review in accordance with Section 316 of the Stafford Act. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.

- tjone159 - 02/20/2026 21:52:44 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
No Catex Categories were selected		

EXTRAORDINARY CIRCUMSTANCES

Extraordinary Circumstance Code	Description	Selected ?
No Extraordinary Circumstances were selected		

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comments
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: PA-06-TX-4798-PW-01534

Title: 766809-DR4798TX - 766809 - Multiple parks and Ball fields Damages

Environmental Law/ Executive Order	Status	Description	Comments
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is located in a coastal zone area and/or affects the coastal zone	Based on consultation with Texas General Land Office (GLO) and review of Coastal Coordination Council (CCC) General Concurrence #5, FEMA has determined that this project's Sites 1 and 3 are deemed consistent with the goals and policies of the Texas Coastal Management Program (CMP) and consistency review procedures as implemented by the GLO. - tjone159 - 02/20/2026 21:55:01 GMT
	Completed	State administering agency does not require consistency review - Review concluded	
Executive Order 11988 - Floodplains	Completed	Located in floodplain or effects on floodplain/flood levels	Per 44 CFR part 9.5(c)(13) project Site 1 is exempt from floodplain management review.Per Flood Insurance Rate Map (FIRM) panels 48167C0380G and 385G, dated 8/15/2019, project Sites 4 and the dugouts of Site 2, respectively, are located outside the 100-year floodplain, special flood hazard area and the activities do not adversely affect floodplain values.The power pole portion of project Site 2 and all of Site 3 are located within AE zones, areas of 100-yr flooding, per FIRM panels 48167C0385G and 0229G, respectively, both dated 8/15/2019. Initial Disaster Public Notice was published on 8/2/2024. The proposed action is not likely to result in any potential direct impacts that will adversely affect the natural values and function of floodplains nor is it likely to increase the risk of flood loss. Abbreviated 8-step checklist attached. - tjone159 - 02/20/2026 21:58:34 GMT
	Completed	Possible adverse effects associated with investment in floodplain, occupancy or modification of floodplain environment	
	Completed	8 Step Process Complete - documentation attached - Review concluded	
Executive Order 11990 - Wetlands	Completed	Located in wetlands or effects on wetlands	Per 44 CFR part 9.5(c)(13) project Site 1 is exempt from wetlands review.A review of the National Wetland Inventory (NWI) online mapper, accessed on 2/20/2026, for Sites 2-4 indicate that the areas are not located within nor do they affect a designated wetland. - tjone159 - 02/20/2026 21:59:19 GMT
	Completed	Possible adverse effect associated with constructing in or near wetland	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: PA-06-TX-4798-PW-01534

Title: 766809-DR4798TX - 766809 - Multiple parks and Ball fields Damages

Environmental Law/ Executive Order	Status	Description	Comments
	Completed	Review completed as part of floodplain review - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	The scope of work for this project does not require U.S. Fish and Wildlife Service (USFWS) consultation. FEMA notified USFWS of disaster activities on July 24, 2024. - tjone159 - 02/20/2026 21:54:01 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Applicable executed Programmatic Agreement. Activity meets Programmatic Allowance (enter date and # in comments) - Review concluded	The scope of work has been reviewed and meets the criteria in Appendix B - Programmatic Allowances, Tier I; Section B.(1) of FEMA's Programmatic Agreement (PA) dated March 16, 2022. In accordance with this PA, FEMA is not required to determine the National Register eligibility of properties where work performed meets the Appendix B criteria. - tjone159 - 02/20/2026 21:53:34 GMT
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Special Conditions required on implementation of Projects:

The applicant is responsible for coordinating with and obtaining any required Section 404 Permit(s) from the United States Army Corps of Engineers (USACE) and/or any Section 401/402 Permit(s) from the State prior to initiating work. The applicant must comply with all conditions of the required permit(s). All coordination pertaining to these activities should be retained as part of the project file in accordance with the respective grant program instructions.

Source of condition: Clean Water Act (CWA) Monitoring Required: No

Standard Conditions:

FEDERAL EMERGENCY MANAGEMENT AGENCY

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: PA-06-TX-4798-PW-01534

Title: 766809-DR4798TX - 766809 - Multiple parks and Ball fields Damages

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*40.

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

Grant Award/Agreement

1) Court Date: 7/6/2026
2) Department: Grants Administration
3) Grant Agency: FEMA
4) Funding Source: Hazard Mitigation Assistance
5) Grant Start Date: 9/25/2020
6) Grant End Date: 5/22/2027
7) Program Year: FY 17
8) Program End Date: 5/22/2027
9) Renewal Grant: N/A
10) Contract #: DR-4332-0025
11) Description: Hazard Mitigation Grant Program; Elevation

12) Grant Organization Keys:
13) Grant Type:

Expenditure Type
14) Grant Funded: $4,423,879.38
15) County Funded: $0
16) Total Project Amount: $5,806,341.69
17) Assigned Department Contact: Heather Melton

County Funding Sources
18) Match Fund:
19) Match Division:

NOTES: FEMA Hazard Mitigation Assistance DR 4332 HMGP 0025 Scope of Work Modification and Cost Overrun Request

Line 14) Breakdown
$4,147,386.92 Direct Project Cost 75% covered by FEMA
$ 276,492.46 Management Cost 100% covered by FEMA
$4,423,879.38

Line 16) Breakdown
$4,423,879.38 Line 14) Costs covered by FEMA Grant
$1,036,846.73 Direct Project Cost 18.75% covered by State of Texas SB7 Funds
$ 345,615.58 Local Cost Share 6.25% covered by Participating Homeowners

$5,806,341.69

Approval History

Seq #	Approver	Action	Action Date
1	Jamie Brownson	Approve	6/11/26 4:46 pm
2	Miriam Moran	Approve	6/11/26 5:20 pm
3	Miriam Moran	Escalated	6/23/26 5:18 pm
4	Diana Huallpa	Disapprove	6/24/26 9:18 am
Notes:	GAR corrections needed.		
5	Jamie Brownson	Approve	6/24/26 10:36 am
6	Miriam Moran	Approve	6/24/26 10:44 am
7	Miriam Moran	Approve	6/24/26 10:44 am
8	Diana Huallpa	Approve	6/25/26 10:29 am
9	Sergio Cruz	Approve	6/25/26 10:49 am

MEMORANDUM

To: Galveston County Commissioners Court

From: Grants Administration

Court Date: July 6, 2026

RE: FEMA Hazard Mitigation Assistance DR 4332 HMGP 0025 Scope of Work Modification and Cost Overrun Request

BACKGROUND

Galveston County was impacted by Hurricane Harvey during the FEMA-declared incident period of August 23, 2017, through September 15, 2017. Following the disaster, the State of Texas and the Federal Emergency Management Agency (FEMA) issued disaster declarations under DR-4332-TX, and Galveston County was included among the jurisdictions eligible for federal disaster assistance and Hazard Mitigation Grant Program (HMGP) funding.

On June 18, 2018, Galveston County authorized the submission of an application for Hazard Mitigation Grant Program (HMGP) funding to elevate 27 repetitive loss and/or substantially damaged residential structures within Galveston County to at least two feet above the Base Flood Elevation (BFE).

On November 30, 2020, Galveston County Commissioners Court accepted the HMGP award for the Elevation of Properties Batch #1 project in the amount of $4,244,414.00, along with $212,220.70 in Management Costs.

Galveston County now seeks approval to submit a Scope of Work Modification and Cost Overrun Request for HMGP Project DR-4332-0025 to reflect participant withdrawals and updated project costs necessary to complete the elevation of the remaining eligible residential structures.

SUMMARY

This item is being presented to Commissioners Court to authorize the submission of a Scope of Work Modification and Cost Overrun Request for HMGP Project DR-4332-0025. The proposed modification would reduce the project from 27 to 23 participating structures due to homeowner withdrawals and update the project budget to reflect actual engineering and design costs,

revised construction estimates, relocation assistance, per-parcel administration costs, and contingency funding necessary to complete the remaining elevations.

This proposed cost overrun will enable the County to provide relocation assistance to participating homeowners during the elevation of their homes. A record of actual relocation expenditures will be collected during the construction phase, and the project budget will be updated accordingly. Additional funding will help ensure the project is completed as proposed and will enhance community resilience to future hazard events.

This project provides participating homeowners with a cost-effective opportunity to reduce future flood risk through federally funded mitigation assistance. While the County will initially advance the required local cost share, participating homeowners will reimburse those costs, resulting in no anticipated net cost to the County.

FINANCIAL SUMMARY	ORIGINAL	AMENDMENT	PROPOSED
*FEMA Cost Share (75%)	$3,183,310.50	$ 964,076.42	$4,147,368.92
State of Texas (18.75%)	$ 795,827.63	$ 241,019.11	$1,036,846.73
Local Cost Share (6.25%)	$ 265,275.87	$ 80,339.70	$ 345,615.58
Direct Project Cost	**$4,244,414.00**	**$1,285,435.23**	**$5,529,849.23**
*Management Costs (100%)	$ 212,220.70	$ 64,271.76	$ 276,492.46
		Total Project Cost	**$5,806,341.69**

*Management Costs for this project are 100% reimbursable by FEMA and capped at 5% of total project costs and thus not included in the Direct Project Cost.

*FEMA Grant Funded Total: $4,423,879.38

RECOMMENDATIONS

Grants Administration respectfully requests that Commissioners Court authorize the submission of a Scope of Work Modification and Cost Overrun Request for HMGP Project DR-4332-0025, Elevation of Properties Batch #1.

ATTACHMENTS FOR REVIEW

- Original Award Package
- Scope of Work Modification and Cost Overrun Request

July 6, 2026

Texas Division of Emergency Management
Hazard Mitigation Section
2883 Highway 71 E
Del Valle, Texas 78617

RE: 4332 Hurricane Harvey – Hazard Mitigation Grant Program – DR-4332-0025
Scope of Work Modification and Cost Overrun Request

To Whom It May Concern:

Galveston County is requesting a cost overrun for FEMA project number DR-4332-0025, *Galveston County Elevation of Properties Batch #1.* The budget change will reflect actual engineering and design costs, estimated relocation assistance fees, per parcel fees, and updated construction estimates for each property. Projected construction cost estimates have increased since the initial submission of this application and award of the grant. A summary of the budget methodology and impacted line items is provided below for reference.

DR-4332-0025 | Elevation of Properties Batch #1 Budget Update Methodology		
Line Item	**Methodology Description**	**Subtotal**
Engineering and Design (E&D)	• E&D costs are updated from the application cost estimate (2018) to reflect actual service fees based on Aran+Franklin's contract (2025).	$390,850.00
Construction Cost	• Application budget was based on $/sqft from similar projects. The construction budget was updated in 2022 based on vendor quotes. • This cost was adjusted for inflation based on RS Means 2026 data for the Houston area which yielded a factor of 6.49%	$4,868,839.38
Relocation Assistance	• Relocation assistance was estimated at $2,500.00 based on current federal lodging per diem rates below: o Lodging Per Diem ($/night): $111.00 o Meals Per Diem ($/day): $74.00 o Estimated # of Residents: 2 o Sub-total Displacement Cost ($): $247.00 o Total Relocation Assistance: $2,500.00 • Residents are estimated to be displaced for approximately 10 days during the construction phase.	$57,500.00
Per Parcel	• Obligated budget is based on 2018 application estimates which did not include per parcel fees. The County previously indicated an intention to add per parcel fee into the project budget in 2023. • An amount of $5,000.00 per parcel fee was included based on a draft budget developed to support the 2023 cost change request. • Per parcel fees are intended to capture costs associated with homeowner and contractor coordination, and administration of construction phase activities including, but not limited to site inspections, bid walks, and milestone report and contract reviews.	$115,000.00

County Administration	• Previously included as a direct Project Cost in the application; however, it is considered subrecipient management costs (SRMC) per the Disaster Recovery Reform Act (DRRA) of 2018. • DRRA may cover eligible SRMC at 100% federal cost share instead of up to 75% as a direct Project Cost.	$0.00
Contingency	• Application did not previously include a contingency line item. It has been included at 2% based on available project benefits. • Contingency may be allocated to relocation assistance, construction, or any other direct project costs, as needed.	$97,659.85
	Total Project Cost:	**$5,529,849.23**

This proposed cost overrun will enable the County to support each participant with relocation assistance during the elevation of their homes. A record of actual relocation expenditures will be collected during the construction phase, and the project budget will be updated accordingly. Additional funding will ensure the project is carried out as proposed and will enhance the community's resilience to future hazard events. The project team anticipates that the recently approved period of performance (POP) end date of May 22, 2027, will provide sufficient time to complete the proposed design and construction phases.

Lastly, the County is also requesting a scope of work (SOW) modification as four (4) of the participants have elected to withdraw from the Elevation Program due to disinterest, budgetary constraints, or participation in another program. A list of the properties impacted by their withdrawal is included below.

DR-4332-0025 | Elevation of Properties Batch #1 Withdrawn Properties		
Application ID	**Property Address**	**Participation Status**
GALH-E105-25	209 Old Bayou Drive, Dickinson, TX 77539	Withdrawn
GALH-E116-25	1215 Esther Street, Kemah, TX 77565	Withdrawn
GALH-E131-25	4409 Avenue K, Galveston, TX 77550	Withdrawn
GALH-E132-25	4517 Bayou Bend Drive, Dickinson, TX 77539	Withdrawn

Galveston County remains committed to completing the project and maintaining compliance with all applicable FEMA and TDEM requirements. We appreciate your consideration of this request.

Respectfully,

_____

Judge Mark Henry
Galveston County

Cost Overrun Summary

A summary of Project and Management Costs are included in the tables below. Project cost changes are based on actual design fees and updated construction cost estimates. Each table compares the obligated costs from Version 1 (SOW Change #2) to the proposed amended costs. An updated cost estimate and cost comparison with a detailed breakdown by property and line item are enclosed for review.

Project Costs

The engineering and design costs have been updated to align with actual design fees. Construction costs have also been updated using RS Means 2026 data. Additionally, relocation assistance, contingency, and per parcel fees have been added to the proposed cost overrun. Total Project Costs have increased from $4,244,414.00 to $5,529,849.23 resulting in a cost overrun of $1,285,435.23. Galveston County is requesting a cost change to the federal cost from $3,183,310.50 to $4,147,386.92, for an increase of $964,076.42. The non-federal cost share would increase from $1,061,103.50 to $1,382,462.31, by a total of $321,358.81. A detailed breakdown of the cost overrun is provided below.

DR-4332-0025 Project Costs Cost Share Breakdown					
Version/Revision	**Total Subgrant Amount**	**Federal Cost Share Percentage**	**Federal Cost Share Amount**	**Non-Federal Cost Share Percentage**	**Non-Federal Cost Share Amount**
Version 1	$4,244,414.00	75%	$3,183,310.50	25%	$1,061,103.50
Amendment	$1,285,435.23	75%	$964,076.42	25%	$321,358.81
Total	$5,529,849.23	75%	$4,147,386.92	25%	$1,382,462.31

Table 1. Summary table of project cost overrun due to design and construction estimate increases.

Management Costs

Eligible sub-recipient management costs (SRMC) have increased by $64,271.76, resulting in a total of $276,492.46. The County is requesting a corresponding $64,271.76 increase in the federal share to support management of the project.

DR-4332-0025 Management Costs Cost Share Breakdown					
Version/Revision	**Total Management Costs**	**Federal Cost Share Percentage**	**Federal Cost Share Amount**	**Non-Federal Cost Share Percentage**	**Non-Federal Cost Share Amount**
Version 1	$212,220.70	100%	$212,220.70	0%	$0.00
Amendment	$64,271.76	100%	$64,271.76	0%	$0.00
Total	$276,492.46	100%	$276,492.46	0%	$0.00

Table 2. Summary table of management cost eligible based on the proposed cost overrun and scope change.

Scope of Work

SOW Modification

Summary

The proposed modification will remove the four (4) properties listed below from Galveston County's elevation project SOW. This will result in the elevation of 23 repetitive loss and/or substantially damaged residential structures to at least two (2) feet above the Base Flood Elevation (BFE) of the adopted Flood Insurance Rate Map (FIRM). All elevations will comply with local building ordinance and grant requirements. The budgeted project costs and subrecipient management costs (SRMC) will be adjusted accordingly.

Galveston County DR-4332-0025 | Elevation of Properties Batch #1 Withdrawn Properties			
Current ID	**Application ID**	**Property Address**	**Participation Status**
8	GALH-E105-25	209 Old Bayou Drive, Dickinson, TX 77539	Withdrawn
5	GALH-E116-25	1215 Esther Street, Kemah, TX 77565	Withdrawn
27	GALH-E131-25	4409 Avenue K, Galveston, TX 77550	Withdrawn
18	GALH-E132-25	4517 Bayou Bend Drive, Dickinson, TX 77539	Withdrawn

Historical Property

This SOW modification includes the removal of one (1) property, GALH-E131-25, which required funding for Phase I activities to allow for completion of elevation design plans and State Historical Preservation Office (SHPO) consultation to determine eligibility.

Updated SOW

Community Profile

Galveston County, Texas is located along the Gulf Coast, adjacent to Galveston Bay. Galveston County has a population of approximately 350,682 (Census, April 1, 2020). This proposed project is to elevate homes throughout the County, including houses located in unincorporated Galveston County and in the cities, villages, and census designated places. The proposed project area include the cities of: Bayou Vista, Clear Lake Shores, Dickinson, Friendswood, Galveston, Hitchcock, Jamaica Beach, Kemah, La Marque, League City, Santa Fe and Texas City; The Village of Tiki Island; Census Designated Places, including: Bacliff, Bolivar Peninsula, and San Leon; and the unincorporated communities of: Algoa, Bayview, Caplen, and Crystal Beach. A list of the proposed properties and their corresponding addresses are included below.

Galveston County has approximately 3,278 Repetitive Loss (RL) structures as identified by FEMA, including at least 344 Severe Repetitive Loss (SRL) structures, as of 2021. Some SRL properties have flooded ten (10) or more times in the past thirty (30) years. Many properties in Galveston County have experienced flood losses but are not registered on the RL list as the property owners have never owned an NFIP policy. The County has been impacted by flood events many times, dating back to the catastrophic hurricane of 1900.

Mitigation Action

The objective of this mitigation project is to reduce the flooding threat in Galveston County. Elevating houses will greatly reduce the number of at-risk properties that are vulnerable to flooding and will help reduce the amount of future flood claims paid out through the National Flood Insurance Fund. The proposed elevation project will benefit individual property owners and the County by reducing emergency response during flood events. To the best of our knowledge is based on a visual inspection and photographs of the properties; construction has not yet begun at the proposed sites.

Implementation Process

Once the grant, or scope modification, is obligated by FEMA and awarded by TDEM to the County then project implementation may commence. Homeowners will be made aware of the project funding status and will be invited to attend an individual meeting with County representatives and the Project Team. The Project Team will discuss the timeline for implementation and requirements and next steps to advance through the program for each individual program participant.

Existing conditions of all sites included in the *Updated Property Inventory* below were recorded during application development and these 23 properties have been deemed suitable for elevation. Each property will be subject to a structural integrity inspection, performed by a licensed engineer, which will ensure that the proposed property is structurally sound and capable of being elevated. Structures are proposed to be elevated to the Base Flood Elevation or the Preliminary Base Flood Elevation, whichever is more stringent, plus two (2) feet or the localities freeboard requirement.

A qualified engineering firm will be procured by the County for the development of architectural renderings and supporting documentation for review by program participants. Upon confirmation of completion by the County, the engineer will complete design and construction drawings based on the approved architectural renderings. Grant funded construction services will not yield an expanded property footprint to adhere to pre-elevation square footage unless Americans with Disabilities Act (ADA) accommodations are required. The proposed foundation type of pier & beam will be utilized unless it is deemed more viable and cost effective to use a different foundation type. The County will ensure that all appropriate building codes are promulgated to contractors and will ensure that all applicable codes and standards have been met.

The County selected Elevation Contractors will submit costs estimates for compliance and financial review. The homeowner and the County will then enter a contract with the contractor after which work can commence. The Project Team will conduct site visits periodically throughout elevation to conduct project oversight and verify SOW adherence by the contractor. The County will meet all requirements for documentation of completion of elevations including post-elevation certificate, photos and receipts, and distribution of a Certificate of Occupation to the homeowner. All necessary inspections will be conducted upon completion. TDEM will be notified to initiate grant closeout upon completion of all proposed elevations.

The County will continue to monitor interest and record prospective participants on an alternative property list for consideration under a future modification or grant. Properties will be included as alternate properties based on the following criteria:

- Any interested property owners within the project area identified in the *Community Profile*
- RL property owners that have not already received outreach to participate in the program

Updated Property Inventory

The remaining properties that are included as components in this project's Budget/Scope Modification are listed in the table below. Please note that the previous Property IDs have been updated to reflect the new total of properties. Additionally, the County's internal Application ID has been included to streamline future communications.

Galveston County DR-4332-0025 | Elevation of Properties Batch #1 Remaining Properties				
ID	**Application ID**	**Property Address**	**Latitude**	**Longitude**
1	GALH-E101-25	1 Highland Dr, Hitchcock, TX 77563	29.33024°	-94.94384°
2	GALH-E102-25	16 Perthuis Farms Rd, La Marque, TX 77568	29.35168°	-94.99013°
3	GALH-E103-25	23 Edgewater Dr, Hitchcock, TX 77563	29.33000°	-94.94348°
4	GALH-E104-25	30 Lakeside Dr, Hitchcock, TX 77563	29.33044°	-94.94202°
5	GALH-E107-25	506 E Shore Dr, Clear Lake Shores, TX 77565	29.54662°	-95.02996°
6	GALH-E108-25	518 Lakeside Dr, League City, TX 77565	29.54764°	-95.05860°
7	GALH-E109-25	618 Bel Rd, Kemah, TX 77565	29.53535°	-95.01402°
8	GALH-E110-25	717 Narcissus Rd, Clear Lake Shores, TX 77565	29.54401°	-95.03422°
9	GALH-E111-25	920 4th St, League City, TX 77573	29.51582°	-95.09000°
10	GALH-E112-25	1209 Esther St, Kemah, TX 77565	29.53874°	-95.03426°
11	GALH-E114-25	1211 Esther St, Kemah, TX 77565	29.53874°	-95.03453°
12	GALH-E115-25	1212 Esther St, Kemah, TX 77565	29.53916°	-95.03472°
13	GALH-E117-25	1216 Esther St, Kemah, TX 77565	29.53918°	-95.03499°
14	GALH-E119-25	2101 Wimcrest St, Galveston, TX 77551	29.27436°	-94.84115°
15	GALH-E120-25	2118 Cove Park Dr, League City, TX 77573	29.54963°	-95.05085°
16	GALH-E121-25	2124 59th St, Galveston, TX 77551	29.27847°	-94.82987°
17	GALH-E122-25	2127 E Winn St, League City, TX 77565	29.54855°	-95.05098°
18	GALH-E127-25	2924 Colonial Dr, Dickinson, TX 77539	29.46120°	-95.07405°
19	GALH-E128-25	3526 Elm Dr, Dickinson, TX 77539	29.45435°	-95.07084°
20	GALH-E130-25	4210 Country Club Dr, Dickinson, TX 77539	29.46483°	-95.02253°
21	GALH-E133-25	4524 Bayou Bend Dr, Dickinson, TX 77539	29.45858°	-95.02070°
22	GALH-E135-25	6810 Wayside Dr, Hitchcock, TX, 77563	29.34639°	-95.01250°
23	GALH-E136-25	8001 Meadowbrook Dr, Hitchcock, TX, 77563	29.33689°	-95.02402°

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT

Grant Award/Agreement

Court Date:	11/30/20	**Department:**	Grants Administration		
Grant Agency: Texas Division of Emergency Management			**Funding Source:** Texas Division of Emergency Management		
Grant Start Date:	9/25/2020	**Program Year:** 2020		**Renewal Grant:**	No
Grant End Date:	9/25/2022	**Program End Date:**	9/25/2022	**Contract #**	DR-4332-0025
Description:	HMGP Elevation Program				
Grant Organization Keys: 2890 HMGP - Harvey; 299237 Galv Co Elevation Program Batch #1			**Grant Type:**	Federal	

Expenditure Type	Grant (Other) Funded	County Funded	Total Budget
Salary & Benefit		$ -	$ -
Non-Labor		$ -	$ -
Indirect/Admin Costs		$ -	$ -
Not Yet Determined	$ 4,350,410.63	$ 1,450,136.87	$ 5,800,547.50
Totals:	$ 4,350,410.63	$ 1,450,136.87	$ 5,800,547.50

	FY18	FY19	FY20	FY21	After FY21	Total
County Funding History	$ -	$ -	$ -	$ -	$ -	$ -

Assigned Department Contact: Department Contact is responsible for the execution of the scope of work, programmatic reporting for the project and will serve as the point of contact for the Grants Administration Department.

County Funding Source: Fund: Division:

{ County Funded to be Covered by Homeowners }

Approved By:	**Signature**	**Date**
Department Director:		11/19/2020
Grants Manager:		11/19/2020
Chief Financial Officer:	Stephanie Caraway for Brent Hartzell — Digitally signed by Stephanie Caraway for Brent Hartzell Date: 2020.11.19 13:38:53 -06'00'	
County Auditor:	Randall Rice CPA — Digitally signed by Randall Rice CPA Date: 2020.11.20 08:10:33 -06'00'	

TDEM
THE TEXAS A&M UNIVERSITY SYSTEM

October 29, 2020

The Honorable Mark Henry
County Judge
Galveston County
722 Moody, Suite 317
Galveston, TX, 77550

RE: Sub-Grant Award

Dear Judge Henry:

The Texas Division of Emergency Management (TDEM) has issued a sub-grant for DR-4332, Hurricane Harvey. The following is the information related to this award:

Sub-Recipient Information:

DUNS Number: 081507709
TINS Number: 74-6000908
FIPS Number: 167-99167-00

Award Information:

HISTORICAL BUILDINGS – PHASE I

Catalog of Federal Domestic Assistance: 97.039
FEMA Project Number: DR-4332-0025
Project Title: Galveston County Elevation of Properties Batch #1
Period of Performance (POP): **September 25, 2020 – September 25, 2021**

NON-HISTORICAL BUILDINGS

Catalog of Federal Domestic Assistance: 97.039
FEMA Project Number: DR-4332-0025
Project Title: Galveston County Elevation of Properties Batch #1
Period of Performance (POP): **September 25, 2020 - September 25, 2022**

Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	9/25/2020	$5,800,547.50	75%	$4,350,410.63	25%	$1,450,136.87

Please Note: This award is not for research or development as defined in 2 Code of Federal Regulations (C.F.R.) § 200.87.

1033 LaPosada Dr Ste 300 Austin Texas 78752
24 Hours: 512-424-2208, Fax 512-424-2444

The eligible management costs for a reimbursement request are calculated by multiplying the eligible direct project costs submitted by the percentage of obligated management costs (5%) for the project. In some cases, the management costs submitted for a reimbursement will exceed the eligible management cost amount. In this instance, the management costs will be trapped until additional eligible direct project costs are submitted for reimbursement.

TOTAL ELIGIBLE MANAGEMENT COSTS						
Version / Amendment	Date	Total Management Costs	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	9/25/2020	$289,882.00	100%	$289,882.00	0%	$0

The approved Scope of Work (SOW) follows and the terms and conditions of this award are attached. It is important that the sub-recipient read, understand and comply with the SOW and all terms and conditions. It is also vital that this information be disseminated to sub-recipient's staff and contractors involved in work related to this project.

This grant will fund Galveston County to elevate 35 repetitive loss and/or substantially damaged residential structures to at least two feet above the Base Flood Elevation (BFE) of the adopted Flood Insurance Rate Map (FIRM). This grant will also fund Phase I for one (1) property to allow for completion of elevation design plans and State Historical Preservation Office (SHPO) consultation to determine property eligibility. All elevations will comply with local building ordinances and grant requirements.

In accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; Categorically Excluded (CATEX) N7, FEMA concludes that the above-mentioned project is categorically excluded from the National Environmental Policy Act (NEPA) requirement to prepare further environmental documentation. No extraordinary conditions in accordance with DHS Instruction 023-01-001-01 exist involving this project.

Signing and returning this award letter indicates sub-recipient's acceptance of the scope of work of the sub-award, the ability to pay the local cost share and all grant terms and conditions outlined in the attached documents.

The sub-recipient must ensure that:

1. The initial quarterly progress report for the project is submitted at the end of the approving quarter. Please include the project number (provided above) in your future quarterly reports. Note that 44 C.F.R. § 206.438(c) indicates the State must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report must include any problems or circumstances affecting completion dates, SOW, or project cost that may result in non-compliance with the approved grant conditions.

2. In accordance with HMGP rules and policy, TDEM requires the submittal of all closeout documentation within 90-days of the project completion not to exceed the POP. The Governor's Authorized Representative (GAR) "shall certify that reported costs were incurred in the performance of eligible work, that the approved work was completed and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement" in accordance with 44 C.F.R. § 206.438(d).

If changes are needed to the SOW for the sub-award, period of performance or costs associated to the sub-award, the sub-recipient should immediately contact TDEM. No change to the sub-award will be considered approved until the sub-recipient is notified in writing by TDEM.

This signed and dated award letter and attached grant terms and conditions must be returned to TDEM before payment on the sub-award can be processed. Your signature is required on this award letter and on the last page of the attached grant terms and conditions. You must also initial each exhibit on the last page of the grant terms and conditions. Please sign, date, and return both the award letter along with the attached grant terms and conditions acknowledging acceptance of this sub-award to the following address:

Texas Division of Emergency Management
1033 La Posada, Ste. 300
Austin, TX 78752

Mark Henry, County Judge

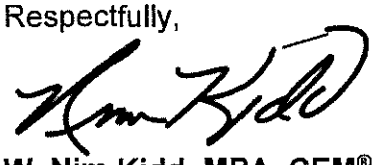
November 30, 2020
Date

Should you wish to appeal any determination related to this sub-award you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any

documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact your Mitigation Coordinator, Joshua Brogdon at 713-967-7011 or joshua.brogdon@tdem.texas.gov.

Respectfully,



W. Nim Kidd, MPA, CEM®
Chief - Texas Division of Emergency Management
Vice Chancellor for Disaster and Emergency Services
The Texas A&M University System

ATTACHMENTS: Grant Terms and Conditions
Record of Environmental Considerations
Property List

cc: Randall Rice
Mark Henry
James (Jim) Gentile
Elizabeth (Betsy) Thomas
Alyssa Young

GRANT TERMS AND CONDITIONS

This Grant Agreement (consisting of these terms and conditions and all exhibits) is made and entered into by and between the Texas Division of Emergency Management (TDEM), an agency of the State of Texas, hereinafter referred to as "TDEM," and the grant recipient, **GALVESTON COUNTY**, hereinafter referred to as the "Subrecipient." Furthermore, TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties." All subawards made under this grant agreement are subject to the same terms and conditions below.

Subrecipient may not assign or transfer any interest in this Grant without the express, prior written consent of TDEM and DHS/FEMA.

a. The term Recipient and pass-through entity have the same meaning as "Grantee," as used in governing statutes, regulations, and DHS/FEMA guidance.

b. A Recipient is also a "non-federal entity" for grants administration purposes.

c. A Subrecipient is also known as a "Subgrantee" as used in governing statutes regulations and DHS/ FEMA guidance.

d. A Subrecipient is also a "non-federal entity" for grants administration purposes.

e. The "Grant" referred to in this agreement is a subgrant to the Subrecipient passed thru from TDEM to the Subrecipient.

f. Certifying Official will be the Mayor, Judge, or Executive Director authorized to execute these grant terms and conditions, and to submit changes of Subrecipient Agents.

f. Projects and any subsequent versions for those projects accepted by the Subrecipient and subsequently obligated or deobligated by DHS/FEMA are considered subawards to this grant agreement.

A. **Standard of Performance**. Subrecipient shall perform all activities as approved by TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
   1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
   2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
   3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
   4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
   5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
   6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
   7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
   8. Request for Information and Documentation referred to as "Exhibit H"

B. **Failure to Perform**. In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this Grant, Subrecipient shall be liable to TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds

or any other grant program funds administered by TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement and complete projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by TDEM.

C. **Funding Obligations**. TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
   1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by TDEM under this Grant shall not exceed the total cumulative award amounts listed on the Subawards (projects and subsequent versions).
   2. Subrecipient shall contribute the match funds listed on the subaward.

   Subrecipient shall refund to TDEM any sum of these Grant funds that has been determined by TDEM or DHS/FEMA to be an overpayment to Subrecipient or that TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to TDEM within thirty (30) calendar days after TDEM requests such refund

D. **Performance Period**. The performance period for this Grant is listed on the subaward letter for each project. **All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to TDEM within 60 days of the end of the performance period.** Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to TDEM within 60 days of the end of the performance period. TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

E. **Uniform Administrative Requirements, Cost Principals and Audit Requirements**. Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every projects]:
   - Public Law 93-288, as amended (Stafford Act)
   - 44 CFR, Emergency Management and Assistance
   - Disaster Mitigation Act of 2000
   - OMB Regulations 2 CFR, Grant and Agreements
   - Executive Order 11988, Floodplain Management
   - Executive Order 11990, Protection of Wetlands
   - Executive Order 12372, Intergovernmental Review of Programs and Activities
   - Executive Order 12549, Debarment and Suspension
   - Executive Order 12612, Federalism
   - Executive Order 12699, Seismic Design
   - Executive Order 12898, Environmental Justice
   - Coastal Barrier Resources Act, Public Law 97-348
   - Single Audit Act, Public Law 98-502
   - Sandy Recovery Improvement Act publications

- 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

F. **State Requirements for Grants**. Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:
http://www.window.state.tx.us/procurement/catrad/ugms.pdf
and the program State Administrative Plan, available at:
https://grants.tdem.texas.gov
Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

G. **Restrictions and General Conditions**.

1. Use of Funds. DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition,

Federal funds may not be used to sue the Federal government or any other government entity.

2. Federal Employee Prohibition. Federal employees are prohibited directly benefiting from any funds under this Grant.
3. Points of Contacts. Within 10 calendar days of any change, Subrecipient shall notify TDEM of any change in designated of Subrecipient Agents as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient. In the event a Subrecipient hires a consultant to assist them with managing its Public Assistance grants, they must be listed on the Designated Subrecipient Agent Form. TDEM will direct all correspondence to the Subrecipient but will cc: the consultant on all email exchanges. The Subrecipient will be responsible for sharing written communications with the consultant. The Subrecipient will remain the primary point of contact and must be included in all decision making activities.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is accurate and is registered on Sams.gov. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or http://fedgov.dnb.com/webform
5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at www.sam.gov or other federally established site for contractor registration, and entered TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
   a. Applicability and what to report: Subrecipient shall report whether Subrecipient received $25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
   b. Where and when to report: Subrecipient shall report executive total compensation at www.sam.gov or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or

suspending those persons deemed irresponsible in their dealings with the Federal government.

8. Direct Deposit. A completed direct deposit form from Subrecipient shall be provided to TDEM, prior to receiving any payments under the provisions of this grant. The direct deposit form is currently available at grants.tdem.texas.gov under Resources/Public Assistance.
9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.
10. Site Visits. DHS/FEMA and/or TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS/FEMA on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

H. **Procurement and Contracting**.

1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200. 318-326 and Appendix II to Part 200 (A-C) and (E-J)
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
    a. Procurement by micro purchase
    b. Procurement by small purchase
    c. Procurement by sealed bid
    d. Procurement by competitive proposal
    e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

The **cost plus a percentage of cost** and **percentage of construction** cost methods of contracting **are ineligible**.

Must perform **cost/price analysis** for every procurement action in excess of the Simplified Acquisition Threshold.

Must negotiate profit as a separate element where required.

4. Evidence of non-debarment for vendors must be documented through http://www.sam.gov/portal/public/SAM and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review.
5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321

I. **Monitoring.** Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, if the monitoring visit reveals deficiencies in Subrecipient's performance under this Grant, a monitoring report will be provided to the Subrecipient and shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit**.

1. Audit of Federal and State Funds. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A- 133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. Right to Audit. Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. Subrecipient's Liability for Disallowed Costs. Subrecipient understands and agrees that it shall be liable to TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by Subrecipient

from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.

4. Subrecipient's Facilitation of Audit. Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. State Auditor's Clause. Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

K. **Retention and Accessibility of Records**.

1. Retention of Records. Subrecipient shall follow its own internal retentaion policy, or the state's retention policy, whichever is stricter. At a minimum, the subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, §200.333-337, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long term retention value.
2. Access to Records. Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

L. **Changes, Amendments, Suspension or Termination**

1. Modification. DHS/FEMA or TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has

been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.

3. Suspension. In the event Subrecipient fails to comply with any term of this Grant, TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. Termination. TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if TDEM determines that Subrecipient has failed to comply with any term of this Grant. TDEM shall provide written notice of the termination and include:
   a. The reason(s) for such termination;
   b. The effective date of such termination; and
   c. In the case of partial termination, the portion of this Grant to be terminated.
   d. Appeal may be made to the Deputy Chief of the Texas Division of Emergency Management - Recovery & Mitigation.

M. **Enforcement**. If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require all payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request DHS/FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by TDEM or DHS/FEMA;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless TDEM or DHS/FEMA expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O.

12549. 2 C.F.R., Appendix II to Part 200, (I).

N. **Conflicts of Interest**. The subrecipient will 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 and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

O. **Closing of this Grant**. TDEM will close each subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, TDEM will recover the unused funds.

At the completion and closure of all Subrecipient's projects (subawards), TDEM will request the Subrecipient to Certify the completion of all projects (subawards) in accordance of the grants terms and conditions to state there are no further claims under this subgrant.
The closeout of this Grant does not affect:

1. DHS/FEMA or TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

P. **Notices.** All notices and other communications pertaining to this agreement shall be delivered in electronic format and/or writing and shall be transmitted by fax, e-mail, personal hand-delivery (and receipted for) or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party.

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.

2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738;
(c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally- assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and; (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

Exhibit C

Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.

C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:

   1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.

   2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;

   4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or

   5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).

E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.

G. Subrecipient will comply with the Drug-free Workplace Act, in Subpart B of 2 C.F.R. Part 3001.

H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.

J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section _.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implem entation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commer cially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at https://www.sam.gov/portal/public/SAM/.

25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

EXHIBIT E

Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

EXHIBIT F

Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Project Scoping meeting with the State- Federal team.

2. All work must be done prior to the approved project completion deadline assigned to each Project (POP). Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request 60 days prior to the end of the period of performance may result in reduction or withdrawal of federal funds for approved work.**

3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding. The Subrecipient shall submit requests for cost overruns requiring additional obligations to TDEM, who will forward to FEMA for review and approval prior to incurring costs.

4. The Project Completion and Certification Report must be submitted to TDEM within 60 days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report, or Duplication of Benefits form certifying other funds were received to complete the project.

5. A cost overrun appeal on small ($128,900) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.

6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed. Appeals for Alternative Projects will be subject to the terms of the signed agreement for the Alternative Project.

7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.

8. You may request a payment of funds on projects by initiating a Request for Reimbursement (RFR) in TDEM's Grant Management System (GMS) or an Advance of Funds Request (AFR), and including documentation supporting your request. Small Public Assistance projects are paid upon obligation and will be initiated by TDEM personnel. Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter.

9. Subrecipients will be required to submit quarterly project reports (QPR) for open large projects using TDEM's GMS. Your assigned Grant Coordinator will coordinate the due date for your specific reporting. Public Assistance program small projects are typically exempt from quarterly reporting, however TDEM reserves the right to require QPRs on any smalls requiring a POP extension. The first quarterly report will be due at the end of the first full quarter following the quarter in which the project was obligated. No quarterlies are required for projects that Subrecipient has initiated a closeout request and has provided a certificate of completion. Failure to submit required quarterly reports for two or more quarters can result in withholding or deobligation of funding for Subrecipients until all reports are submitted and up-to-date.

10. Subrecipients expending $750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.

11. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.

12. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over $5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than $5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.

13. TDEM will be using the new FEMA Public Assistance Delivery Model to facilitate the writing of project worksheets (Portal). Subrecipient will be responsible for establishing and maintaining an active account in the Portal and to provide and upload timely, all information requested that is needed to write accurate project worksheets. The Portal will provide the Subrecipient visibility of the entire project writing process.

14. TDEM will be using its new Grant Management System (GMS) for Subrecipient grant management functions. Subrecipient will access GMS to initiate Requests for Reimbursements (RFR), Advance of Funds Requests (AFR), Time Extensions, Scope and Cost changes requests, Quarterly Reports, Project Closeouts, Appeals, and other items deemed necessary by TDEM. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements. Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement.

16. 2 CFR 200.210(a)(15), 2 CFR 200.331(a)(1)(xiii) and (a)(4) make reference to indirect cost rates. The Subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 10% de minimis rate of modified total direct costs (MTDC) (as per § 200.414) when receiving Management Costs.

EXHIBIT G

Match Certification

Additional Grant Certifications

Subrecipient certifies that it has the ability to meet or exceed the cost share required for all subawards (Projects) and amendments (versions) under this Grant Agreement.

Duplication of Program Statement

Subrecipient certifies there has not been, nor will there be, a duplication of benefits for this project.

Match Certification

Federal Debt Disclosure

Subrecipient certifies that it is not delinquent on any Federal Debt.

For Hazard Mitigation Projects Only:

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.

   OR

2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

Request for Information and Documentation Policy and Guideline

It is crucial to the success of the overall Grant Program and to the timely completion and closure of awarded projects that timelines be established for providing information and documentation. TDEM has developed a framework to support this endeavor following a progressive series of communications for the Subrecipient (RFI). TDEM will work with you throughout the RFI process as communication is the key to your success.

RFI Timelines	
First Informal Request	The primary contact for the Subrecipient will receive the RFI via email with five business days to respond.
Second Informal Request	A second email to the primary contact will be sent with an additional five business days to respond.
Third Informal Request	A phone call will be made to the primary contact with a third email requesting the information to be provided within five business days. The Regional Section Administrator and State Coordinator will be copied.
Fourth Formal Request	The Supervising Program Director of Recovery will issue a certified letter to the highest ranking official highlighting previous requests and an additional ten days to provide the requested information.
Final Formal Request	A final request by certified letter will be issued by the Deputy Assistant Director of Recovery, Mitigation, and Standards, or the Assistant Director of the Texas Division of Emergency Management to the highest ranking official giving the final ten business days to respond or deobligation of the project will begin.
Final Action	If the RFI is not sufficiently answered, the project will be deobligated, and any previously paid funds must be returned to TDEM.

Reference: RMS Services Grant Program Request for Information and Documentation August 2017

GRANT TERMS AND CONDITIONS

Please initial by each Exhibit, acknowledging you have received them, understand them, and agree to abide by them.

___ Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"

___ Assurances – Construction Programs, hereinafter referred to as "Exhibit B"

___ Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"

___ State of Texas Assurances, hereinafter referred to as "Exhibit D"

___ Environmental Review Certification, hereinafter referred to as "Exhibit E"

___ Additional Grant Conditions, hereinafter referred to as "Exhibit F"

___ Additional Grant Certifications, hereinafter referred to as "Exhibit G"

___ Request for Information and Documentation referred to as "Exhibit H"

Please sign below to acknowledged acceptance of the grant and all exhibits in this agreement, and to abide by all terms and conditions.

Signature of Certifying Official

November 30, 2020
Date

Mark Henry, County Judge
Printed Name and Title

FEDERAL EMERGENCY MANAGEMENT AGENCY

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-DR-4332-TX Project #25

Title: Galveston County Elevation Project Batch #1

NEPA DETERMINATION

Non Compliant Flag: No
EA Draft Date:
EA Final Date:
EA Public Notice Date:
EA Fonsi
Level: CATEX
EIS Notice of Intent
EIS ROD Date:

Comment Galveston County proposes to elevate 35 repetitive loss and/or substantially damaged residential structures to at least two feet above the Base Flood Elevation (BFE) of the adopted Flood Insurance Rate Map (FIRM). All elevations will be in compliance with local building ordinances and grant compliance. FEMA is also providing funds for elevation design plans at 4409 Avenue K, Galveston TX. Construction at this address is not approved by this REC. FEMA must complete consultation under the National Historic Preservation Act and review/approve the elevation at this location on a revised REC prior to the applicant starting construction. See attached property list for locations.

This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; CATEX N7. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.

- kcampoal - 05/06/2020 15:06:36 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
*n7	(*n7) Federal Assistance for Structure and Facility Upgrades. Federal assistance for the reconstruction, elevation, retrofitting, upgrading to current codes and standards, and improvements of pre-existing facilities in existing developed areas with substantially completed infrastructure, when the immediate project area has already been disturbed, and when those actions do not alter basic functions, do not exceed capacity of other system components, or modify intended land use. This category does not include actions within or affecting streams or stream banks or actions seaward of the limit of moderate wave action (or V zone when the limit of moderate wave action has not been identified).	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	

FEDERAL EMERGENCY MANAGEMENT AGENCY

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-DR-4332-TX Project #25

Title: Galveston County Elevation Project Batch #1

Environmental Law/ Executive Order	Status	Description	Comment
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is located in a coastal zone area and/or affects the coastal zone	Based on consultation with Texas General Land Office (GLO) and review of Coastal Coordination Council (CCC) General Concurrence #5, FEMA has determined that this project is deemed consistent with the goals and policies of the Texas Coastal Management Program (CMP) and consistency review procedures as implemented by the GLO. - kcampoal - 05/06/2020 15:07:44 GMT
	Completed	State administering agency does not require consistency review - Review concluded	
Executive Order 11988 - Floodplains	Completed	Located in floodplain or effects on floodplain/flood levels	The project locations are located within AE zones of 100-yr flooding, per the Flood Insurance Rate Map panels listed in the attached property sheet dated 5/6/2020. Initial Disaster Public Notice was published on 09/27/2017. The proposed action is not likely to result in any potential direct impacts that will adversely affect the natural values and function of floodplains nor is it likely to increase the risk of flood loss. 8-step checklist attached. - kcampoal - 05/06/2020 15:01:27 GMT
	Completed	Possible adverse effects associated with investment in floodplain, occupancy or modification of floodplain environment	
	Completed	8 Step Process Complete - documentation attached - Review concluded	
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	A review of the National Wetland Inventory (NWI) online mapper, accessed on 5/6/2020, for the project indicates that portions of the project area are adjacent to a designated wetland. However, the project will elevate existing structures within their original footprint, which is not likely to affect wetlands. - kcampoal - 05/06/2020 15:04:27 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-DR-4332-TX Project #25

Title: Galveston County Elevation Project Batch #1

Environmental Law/ Executive Order	Status	Description	Comment
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Standard Section 106 review	FEMA has determined that there will be No Historic Properties Affected. SHPO concurrence with this determination was received, dated 7/17/2018. The scope of work has been reviewed and FEMA has determined that the project will not require Tribal Consultation. - rmoyer1 - 05/06/2020 14:39:47 GMT
	Completed	Building or structure 50 years or older or listed on the National Register in the project area and activity not exempt from review	
	Completed	Determination of No Historic Properties Affected (FEMA finding/SHPO/THPO concurrence attached) - Review concluded	
	Completed	Project affects only previously disturbed ground - Review concluded	
Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)	Completed	Review concluded	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-DR-4332-TX Project #25

Title: Galveston County Elevation Project Batch #1

Environmental Law/ Executive Order	Status	Description	Comment
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Special Conditions required on implementation of Projects:

Applicant must coordinate with the local floodplain administrator and obtain required permits prior to initiating work. Applicant must comply with any conditions of permit and all coordination pertaining to these activities should be retained as part of the project file in accordance with the respective grant program instructions.

Source of condition: Executive Order 11988 - Floodplains Monitoring Required: No

The applicant shall ensure that best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands or water bodies. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands and other waters are not adversely impacted per the Clean Water Act and Executive Order 11990.

Source of condition: Executive Order 11990 - Wetlands Monitoring Required: No

If any asbestos containing materials, lead based paint and/or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal, state and local abatement and disposal requirements under the National Emissions Standards for Hazardous Air Pollutants (NESHAP).

Source of condition: Clean Air Act (CAA) Monitoring Required: No

Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.

Source of condition: Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA) Monitoring Required: No

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Property ID	Address	City	Zip Code	Latitude	Longitude
1	1 Highland Drive	Hitchcock	77563	29.330238	-94.943827
2	1209 Esther Street	Kemah	77565	29.538695	-95.034237
3	1209 Shady Oak Lane	Dickinson	77539	29.464638	-95.076522
4	1211 Esther Street	Kemah	77565	29.538729	-95.034522
5	1212 Esther Street	Kemah	77565	29.539170	-95.034662
6	1215 Esther Street	Kemah	77565	29.538756	-95.035009
7	1216 Esther Street	Kemah	77565	29.539164	-95.034969
8	1317 Sunset Drive	Dickinson	77539	29.463625	-95.073431
9	16 Perthuis Farms Road	La Marque	77568	29.351669	-94.990161
10	209 Old Bayou Drive	Dickinson	77539	29.446758	-95.072333
11	2101 Wimcrest Street	Galveston	77551	29.274338	-94.841147
12	2118 Cove Park Drive	League City	77573	29.549621	-95.051184
13	2124 59th Street	Galveston	77551	29.278468	-94.829878
14	2127 E Winn Street	League City	77565	29.548555	-95.051020
15	214 12th Street	San Leon	77539	29.495676	-94.922659
16	2150 Cove Park Drive	Kemah	77565	29.549129	-95.052245
17	23 Edgewater Drive	Hitchcock	77563	29.329991	-94.943472
18	2429 Avenue D	San Leon	77539	29.496851	-94.943431
19	2809 Avenue H	Dickinson	77539	29.469133	-95.062939
20	2922 Colonial Drive	Dickinson	77539	29.461214	-95.073838
21	2924 Colonial Drive	Dickinson	77539	29.461228	-95.074062
22	30 Lakeside Drive	Hitchcock	77563	29.330442	-94.941980
23	3526 Elm Drive	Dickinson	77539	29.454525	-95.071009
24	3919 Liggio Street	Dickinson	77539	29.463171	-95.052042
25	4210 Country Club Drive	Dickinson	77539	29.515836	-95.089947
26	4517 Bayou Bend, Drive	Dickinson	77539	29.458816	-95.020095
27	4524 Bayou Bend Drive	Dickinson	77539	29.458612	-95.020704
28	4607 East 28th Street	Dickinson	77539	29.475565	-95.041696
29	506 E. Shore Drive	Clear Lake Shores	77565	29.546591	-95.029965
30	518 Lakeside Drive	League City	77565	29.547623	-95.058588
31	618 Bel Road	Kemah	77565	29.535353	-95.014029
32	6810 Wayside Drive	Hitchcock	77563	29.346384	-95.012497
33	717 Narcissus Road	Clear Lake Shores	77565	29.543994	-95.034172
34	8001 Meadowbrook Drive	Hitchcock	77563	29.336923	-95.024057
35	920 4th Street	League City	77573	29.464806	-95.022513
36	4409 Avenue K*	Galveston	77551	29.292488	-94.816162

*This property is funded for Phase I to develop elevation design plans & conduct SHPO consultation

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*41.

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

Grant Award/Agreement

1) Court Date: 7/6/2026
2) Department: Grants Administration
3) Grant Agency: FEMA
4) Funding Source: Hazard Mitigation Assistance
5) Grant Start Date: 9/25/2020
6) Grant End Date: 5/22/2027
7) Program Year: FY 17
8) Program End Date: 5/22/2027
9) Renewal Grant: N/A
10) Contract #: DR-4332-0239
11) Description: Hazard Mitigation Grant Program; Elevation

12) Grant Organization Keys:
13) Grant Type:

Expenditure Type
14) Grant Funded: $4,984,145.56
15) County Funded: $0
16) Total Project Amount: $6,541,691.05
17) Assigned Department Contact: Heather Melton

County Funding Sources
18) Match Fund:
19) Match Division:

NOTES: FEMA Hazard Mitigation Assistance DR 4332 HMGP 0239 Scope of Work Modifications and Cost Overrun Request

Line 14) Breakdown
$4,672,636.46 Direct Project Cost 75% covered by FEMA
$ 311,509.10 Management Cost 100% covered by FEMA
$4,984,145.56

Line 16) Breakdown
$4,984,145.56 Line 14) Costs Covered by FEMA Grant
$1,168,159.12 Direct Project Cost 18.75% covered by State of Texas SB7 Funds
$ 389,386.37 Local Cost Share 6.25% covered by Participating Homeowners

$6,541,691.05

Approval History

Seq #	Approver	Action	Action Date
1	Jamie Brownson	Approve	6/11/26 4:51 pm
2	Miriam Moran	Approve	6/11/26 5:17 pm
3	Miriam Moran	Approve	6/11/26 5:18 pm
4	Diana Huallpa	Disapprove	6/12/26 8:28 am
Notes:	Memorandum has working notes.		
5	Jamie Brownson	Approve	6/12/26 8:56 am
6	Miriam Moran	Approve	6/15/26 3:30 pm
7	Miriam Moran	Approve	6/15/26 3:30 pm
8	Diana Huallpa	Escalated	6/17/26 5:18 pm
9	Christian Monterrubio	Escalated	6/18/26 5:19 pm
10	Diana Huallpa	Escalated	6/20/26 5:18 pm
11	Christian Monterrubio	Disapprove	6/22/26 2:46 pm
Notes:	Sent back to correct expenditure type section to reflect correct allocation.		
12	Jamie Brownson	Disapprove	6/23/26 4:30 pm
Notes:	delete grant match mandatory		
13	Jamie Brownson	Approve	6/23/26 4:42 pm
14	Miriam Moran	Approve	6/24/26 9:08 am
15	Miriam Moran	Approve	6/24/26 9:19 am
16	Diana Huallpa	Approve	6/25/26 8:56 am
17	Sergio Cruz	Approve	6/25/26 10:47 am

MEMORANDUM

To: Galveston County Commissioners Court

From: Grants Administration

Court Date: July 6, 2026

RE: FEMA Hazard Mitigation Assistance DR 4332 HMGP 0239 Scope of Work Modification and Cost Overrun Request

BACKGROUND

Galveston County was impacted by Hurricane Harvey during the FEMA-declared incident period of August 23, 2017, through September 15, 2017. Following the disaster, the State of Texas and the Federal Emergency Management Agency (FEMA) issued disaster declarations under DR-4332-TX, and Galveston County was included among the jurisdictions eligible for federal disaster assistance and Hazard Mitigation Grant Program (HMGP) funding.

On June 18, 2018, Galveston County authorized the submission of an application for Hazard Mitigation Grant Program (HMGP) funding to elevate 43 repetitive loss and/or substantially damaged residential structures within Galveston County to at least two feet above the Base Flood Elevation (BFE).

On November 30, 2020, Galveston County Commissioners Court accepted the HMGP award for the Elevation of Properties Batch #3 project in the amount of $5,624,913.00, along with $281,245.65 in Management Costs.

Galveston County now seeks approval to submit a Scope of Work Modification and Cost Overrun Request for HMGP Project DR-4332-0239 to reflect participant withdrawals and updated project costs necessary to complete the elevation of the remaining eligible residential structures.

SUMMARY

This item is being presented to Commissioners Court to authorize the submission of a Scope of Work Modification and Cost Overrun Request for HMGP Project DR-4332-0239. The proposed modification would reduce the project from 43 to 30 participating structures due to homeowner withdrawals and update the project budget to reflect actual engineering and design costs,

revised construction estimates, relocation assistance, per-parcel administration costs, and contingency funding necessary to complete the remaining elevations.

This proposed cost overrun will enable the County to provide relocation assistance to participating homeowners during the elevation of their homes. A record of actual relocation expenditures will be collected during the construction phase, and the project budget will be updated accordingly. Additional funding will help ensure the project is completed as proposed and will enhance community resilience to future hazard events.

This project provides participating homeowners with a cost-effective opportunity to reduce future flood risk through federally funded mitigation assistance. The required local cost share will be provided by participating homeowners, resulting in no anticipated net cost to the County.

FINANCIAL SUMMARY	ORIGINAL	AMENDMENT	PROPOSED
*FEMA Cost Share (75%)	$4,218,684.75	$ 453,951.71	$4,672,636.46
State of Texas (18.75%)	$1,054,671.19	$ 113,487.93	$1,168,159.12
Local Cost Share (6.25%	$ 351,557.06	$ 37,829.31	$ 389,386.37
Direct Project Cost	**$5,624,913.00**	**$ 605,268.94**	**$6,230,181.95**
*Management Costs (100%)	$ 281,245.65	$ 30,263.45	$ 311,509.10
		Total Project Cost	**$6,541,691.05**

*Management Costs for this project are 100% reimbursable by FEMA and capped at 5% of total project costs and thus not included in the Direct Project Cost.

*FEMA Grant Funded Total: $4,984,145.56

RECOMMENDATIONS

Grants Administration respectfully requests that Commissioners Court authorize the submission of a Scope of Work Modification and Cost Overrun Request for HMGP Project DR-4332-0239, Elevation of Properties Batch #3.

ATTACHMENTS FOR REVIEW

- Original Award Package
- Scope of Work Modification and Cost Overrun Request

July 6, 2026

Texas Division of Emergency Management
Hazard Mitigation Section
2883 Highway 71 E
Del Valle, Texas 78617

RE: 4332 Hurricane Harvey – Hazard Mitigation Grant Program – DR-4332-0239
Scope of Work Modification and Cost Overrun Request

To Whom It May Concern:

Galveston County is requesting a cost overrun for FEMA project number DR-4332-0239, *Galveston County Elevation of Properties Batch #3.* The budget change will reflect actual engineering and design costs, estimated relocation assistance fees, per parcel fees, and updated construction estimates for each property. Projected construction cost estimates have increased since the initial submission of this application and award of the grant. A summary of the budget methodology and impacted line items is provided below for reference.

DR-4332-0239 | Elevation of Properties Batch #3 Budget Update Methodology		
Line Item	**Methodology Description**	**Subtotal**
Engineering and Design (E&D)	• E&D costs are updated from the application cost estimate (2018) to reflect actual service fees based on Aran+Franklin's contract (2025).	$534,200.01
Construction Cost	• Application budget was based on $/sqft from similar projects. The construction budget was updated in 2022 based on vendor quotes. • This cost was adjusted for inflation based on RS Means 2026 data for the Houston area which yielded a factor of 6.49%	$5,363,707.80
Relocation Assistance	• Relocation assistance was estimated at $2,500.00 based on current federal lodging per diem rates below: o Lodging Per Diem ($/night): $111.00 o Meals Per Diem ($/day): $74.00 o Estimated # of Residents: 2 o Sub-total Displacement Cost ($): $247.00 o Total Relocation Assistance: $2,500.00 • Residents are estimated to be displaced for approximately 10 days during the construction phase.	$75,000.00
Per Parcel	• Obligated budget is based on 2018 application estimates which did not include per parcel fees. The County previously indicated an intention to add per parcel fee into the project budget in 2023. • An amount of $5,000.00 per parcel fee was included based on a draft budget developed to support the 2023 cost change request. • Per parcel fees are intended to capture costs associated with homeowner and contractor coordination, and administration of construction phase activities including, but not limited to site inspections, bid walks, and milestone report and contract reviews.	$150,000.00
County Administration	• Previously included as a direct Project Cost in the application; however, it is considered subrecipient management costs (SRMC) per the Disaster Recovery Reform Act (DRRA) of 2018.	$0.00

	• DRRA may cover eligible SRMC at 100% federal cost share instead of up to 75% as a direct Project Cost.	
Contingency	• Application did not previously include a contingency line item. It has been included at 2% based on available project benefits. • Contingency may be allocated to relocation assistance, construction, or any other direct project costs, as needed.	$107,274.14
	Total Project Cost:	**$6,230,181.95**

This proposed cost overrun will enable the County to support each participant with relocation assistance during the elevation of their homes. A record of actual relocation expenditures will be collected during construction phase, and the project budget will be updated accordingly. Additional funding will ensure the project is carried out as proposed and will enhance the community's resilience to future hazard events. The project team anticipates that the recently approved period of performance (POP) end date of May 22, 2027, will provide sufficient time to complete the proposed design and construction phases.

Lastly, the County is also requesting a scope of work (SOW) modification as fourteen (14) of the participants have elected to withdraw from the Elevation Program due to disinterest, budgetary constraints, or participation in another program. A list of the properties impacted by their withdrawal is included below.

DR-4332-0239 | Elevation of Properties Batch #3 Withdrawn Properties		
Application ID	**Property Address**	**Participation Status**
GALH-E103-239	56 Lakeside Dr, Hitchcock, TX 77563	Withdrawn
N/A	158 Tarpon Street, Bayou Vista, 77563	Withdrawn
GALH-E107-239	319 Narcissus Road, Clear Lake Shores, TX 77565	Withdrawn
GALH-E108-239	333 24th Street, San Leon, TX 77539	Withdrawn
GALH-E109-239	410 Moody Avenue, League City, TX 77573	Withdrawn
N/A	923 Dogwood Road, Clear Lake Shores, TX 77565	Withdrawn
GALH-E114-239	1024 Kipp Avenue, Kemah, TX 77565	Withdrawn
GALH-E115-239	1103 Kipp Avenue, Kemah, TX 77565	Withdrawn
N/A	1445 John Street, San Leon, TX 77539	Withdrawn
GALH-E116-239	1106 33rd Street, Galveston, TX 77550	Withdrawn
GALH-E117-239	1210 Esther Street, Kemah, TX 77565	Withdrawn
GALH-E126-239	4306 Country Club, Dickinson, TX 77539	Withdrawn
GALH-E127-239	4502 East 26th, Dickinson, TX 77539	Withdrawn
N/A	4512 Swan Street, Hitchcock, TX 77563	Withdrawn

Galveston County remains committed to completing the project and maintaining compliance with all applicable FEMA and TDEM requirements. We appreciate your consideration of this request.

Respectfully,

Judge Mark Henry
Galveston County

Cost Overrun Summary

A summary of Project and Management Costs is included in the tables below. Project cost changes are based on actual design fees and updated construction cost estimates. Each table compares the obligated costs from Version 1 (SOW Change #1) to the proposed amended costs. An updated cost estimate and cost comparison with a detailed breakdown by property and line item are enclosed for review.

Project Costs

The engineering and design costs have been updated to align with actual design fees. Construction costs have also been updated using RS Means 2026 data. Additionally, relocation assistance, contingency, and per parcel fees have been added to the proposed cost overrun. Total Project Costs have increased from $5,624,913.00 to $6,230,181.94, resulting in a cost overrun of $605,268.94. Galveston County is requesting a cost change to the federal cost from $4,218,684.75 to $4,672,636.46, for an increase of $453,951.71. The non-federal cost share would increase from $1,406,228.25 to $1,557,545.49, by a total of $151,317.24. A detailed breakdown of the cost overrun is provided below.

DR-4332-0239 Project Costs Cost Share Breakdown					
Version/Revision	**Total Subgrant Amount**	**Federal Cost Share Percentage**	**Federal Cost Share Amount**	**Non-Federal Cost Share Percentage**	**Non-Federal Cost Share Amount**
Version 1	$5,624,913.00	75%	$4,218,684.75	25%	$1,406,228.25
Amendment	$605,268.94	75%	$453,951.71	25%	$151,317.24
Total	$6,230,181.95	75%	$4,672,636.46	25%	$1,557,545.49

Table 1. Summary table of project cost overrun due to design and construction estimate increases.

Management Costs

Eligible sub-recipient management costs (SRMC) have increased by $30,263.45, resulting in a total of $311,509.10. The County is requesting a corresponding $30,263.45 increase in the federal share to support management of the project.

DR-4332-0239 Project Costs Cost Share Breakdown					
Version/Revision	**Total Management Costs**	**Federal Cost Share Percentage**	**Federal Cost Share Amount**	**Non-Federal Cost Share Percentage**	**Non-Federal Cost Share Amount**
Version 1	$281,245.65	100%	$281,245.65	0%	$0.00
Amendment	$30,263.45	100%	$30,263.45	0%	$0.00
Total	$311,509.10	100%	$311,509.10	0%	$0.00

Table 2. Summary table of management cost eligible based on the proposed cost overrun and scope change.

Scope of Work

SOW Modification

Summary

The proposed modification will remove the fourteen (14) properties listed below from Galveston County's elevation project SOW. This will result in the elevation of 30 repetitive loss and/or substantially damaged residential structures to at least two (2) feet above the Base Flood Elevation (BFE) of the adopted Flood Insurance Rate Map (FIRM). All elevations will comply with local building ordinance and grant requirements. The budgeted project costs and subrecipient management costs (SRMC) will be adjusted accordingly.

Galveston County DR-4332-0025 | Elevation of Properties Batch #1 Withdrawn Properties			
Current ID	**Application ID**	**Property Address**	**Participation Status**
4	GALH-E103-239	56 Lakeside Dr, Hitchcock, TX 77563	Withdrawn
5	N/A	158 Tarpon Street, Bayou Vista, 77563	Withdrawn
8	GALH-E107-239	319 Narcissus Road, Clear Lake Shores, TX 77565	Withdrawn
9	GALH-E108-239	333 24th Street, San Leon, TX 77539	Withdrawn
10	GALH-E109-239	410 Moody Avenue, League City, TX 77573	Withdrawn
15	N/A	923 Dogwood Road, Clear Lake Shores, TX 77565	Withdrawn
16	GALH-E114-239	1024 Kipp Avenue, Kemah, TX 77565	Withdrawn
17	GALH-E115-239	1103 Kipp Avenue, Kemah, TX 77565	Withdrawn
19	N/A	1445 John Street, San Leon, TX 77539	Withdrawn
44	GALH-E116-239	1106 33rd Street, Galveston, TX 77550	Withdrawn
18	GALH-E117-239	1210 Esther Street, Kemah, TX 77565	Withdrawn
27	GALH-E126-239	4306 Country Club, Dickinson, TX 77539	Withdrawn
28	GALH-E127-239	4502 East 26th, Dickinson, TX 77539	Withdrawn
29	N/A	4512 Swan Street, Hitchcock, TX 77563	Withdrawn

Historical Property

This SOW modification includes the removal of one (1) property, GALH-E116-239, which required funding for Phase I activities to allow for completion of elevation design plans and State Historical Preservation Office (SHPO) consultation to determine eligibility.

Updated SOW

Community Profile

Galveston County, Texas is located along the Gulf Coast, adjacent to Galveston Bay. Galveston County has a population of approximately 350,682 (Census, April 1, 2020). This proposed project is to elevate homes throughout the County, including houses located in unincorporated Galveston County and in the cities, villages, and census designated places. The proposed project area include the cities of: Bayou Vista, Clear Lake Shores, Dickinson, Friendswood, Galveston, Hitchcock, Jamaica Beach, Kemah, La Marque, League City, Santa Fe and Texas City; The Village of Tiki Island; Census Designated Places, including: Bacliff, Bolivar Peninsula, and San Leon; and the unincorporated communities of: Algoa, Bayview, Caplen, and Crystal Beach. A list of the proposed properties and their corresponding addresses are included below.

Galveston County has approximately 3,278 Repetitive Loss (RL) structures as identified by FEMA, including at least 344 Severe Repetitive Loss (SRL) structures, as of 2021. Some SRL properties have flooded ten (10) or more times in the past thirty (30) years. Many properties in Galveston County have experienced flood losses but are not registered on the RL list as the property owners have never owned an NFIP policy. The County has been impacted by flood events many times, dating back to the catastrophic hurricane of 1900.

Mitigation Action

The objective of this mitigation project is to reduce the flooding threat in Galveston County. Elevating houses will greatly reduce the number of at-risk properties that are vulnerable to flooding and will help reduce the amount of future flood claims paid out through the National Flood Insurance Fund. The proposed elevation project will benefit individual property owners and the County by reducing emergency response during flood events. To the best of our knowledge is based on a visual inspection and photographs of the properties; construction has not yet begun at the proposed sites.

Implementation Process

Once the grant, or scope modification, is obligated by FEMA and awarded by TDEM to the County then project implementation may commence. Homeowners will be made aware of the project funding status and will be invited to attend an individual meeting with County representatives and the Project Team. The Project Team will discuss the timeline for implementation and requirements and next steps to advance through the program for each individual program participant.

Existing conditions of all sites included in the *Updated Property Inventory* below were recorded during application development and these 30 properties have been deemed suitable for elevation. Each property will be subject to a structural integrity inspection, performed by a licensed engineer, which will ensure that the proposed property is structurally sound and capable of being elevated. Structures are proposed to be elevated to the Base Flood Elevation or the Preliminary Base Flood Elevation, whichever is more stringent, plus two (2) feet or the localities freeboard requirement.

A qualified engineering firm will be procured by the County for the development of architectural renderings and supporting documentation for review by program participants. Upon confirmation of completion by the County, the engineer will complete design and construction drawings based on the approved architectural renderings. Grant funded construction services will not yield an expanded property footprint to adhere to pre-elevation square footage unless Americans with Disabilities Act (ADA) accommodations are required. The proposed foundation type of pier & beam will be utilized unless it is deemed more viable and cost effective to use a different foundation type. The County will ensure that all appropriate building codes are promulgated to contractors and will ensure that all applicable codes and standards have been met.

The County selected Elevation Contractors will submit costs estimates for compliance and financial review. The homeowner and the County will then enter a contract with the contractor after which work can commence. The Project Team will conduct site visits periodically throughout elevation to conduct project oversight and verify SOW adherence by that the contractor. The County will meet all requirements for documentation of completion of elevations including post-elevation certificate, photos and receipts, and distribution of a Certificate of Occupation to the homeowner. All necessary inspections will be conducted upon completion. TDEM will be notified to initiate grant closeout upon completion of all proposed elevations.

The County will continue to monitor interest and record prospective participants on an alternative property list for consideration under a future modification or grant. Properties will be included as alternate properties based on the following criteria:

- Any interested property owners within the project area identified in the *Community Profile*
- RL property owners that have not already received outreach to participate in the program

Updated Property Inventory

The remaining properties that are included as components in this project's Budget/Scope Modification are listed in the table below. Please note that the previous Property IDs have been updated to reflect the new total of properties. Additionally, the County's internal Application ID has been included.

Galveston County DR-4332-0239 | Elevation of Properties Batch #3 Remaining Properties				
ID	**Application ID**	**Property Address**	**Latitude**	**Longitude**
1	GALH-E301-239	36 Lakeside Dr, Hitchcock, TX 77563	29.32990°	-94.94276°
2	GALH-E302-239	37 Lakeside Dr, Hitchcock, TX 77563	29.32984°	-94.94290°
3	GALH-E305-239	202 Blue Point Rd, Clear Lake Shores, TX 77565	29.54965°	-95.03004°
4	GALH-E306-239	206 Blue Point Rd, Clear Lake Shores, TX 77565	29.54919°	-95.03005°
5	GALH-E310-239	702 Clear Lake Rd, Clear Lake Shores, TX 77565	29.54413°	-95.03240°
6	GALH-E311-239	711 Oak Road, Clear Lake Shores, TX 77565	29.54415°	-95.03349°
7	GALH-E312-239	910 Vivian St, Kemah, TX 77565	29.53940°	-95.03454°
8	GALH-E319-239	2403 Pecan St, Dickinson, TX 77539	29.46399°	-95.05833°
9	GALH-E320-239	2473 Avenue A, Dickinson, TX 77539	29.50273°	-94.94382°
10	GALH-E321-239	2703 Timber Dr, Dickinson, TX 77539	29.46883°	-95.06549°
11	GALH-E322-239	2705 Timber Dr, Dickinson, TX 77539	29.46871°	-95.06540°
12	GALH-E323-239	3223 Avenue G, Dickinson, TX 77539	29.46624°	-95.05901°
13	GALH-E324-239	3600 Utah Ave, Dickinson, TX 77539	29.46820°	-95.03579°
14	GALH-E325-239	3703 Imite St, Dickinson, TX 77539	29.46354°	-95.05556°
15	GALH-E329-239	4535 Nevada St, Dickinson, TX 77539	29.45830°	-95.05237°
16	GALH-E330-239	4803 E 29th St, Dickinson, TX 77539	29.474694°	-95.039642°
17	GALH-E331-239	5319 Bayou Dr, Dickinson, TX 77539	29.44994°	-95.06045°
18	GALH-E332-239	5412 Avenue P, Galveston, TX 77551	29.28289°	-94.82540°
19	GALH-E333-239	5627 Avenue Q 1/2, Galveston, TX 77551	29.27921°	-94.8271°
20	GALH-E334-239	6113 Avenue Q 1/2, Galveston, TX 77551	29.27693°	-94.83234°
21	GALH-E335-239	6715 Willow Dr, Hitchcock, TX 77563	29.34261°	-94.99404°
22	GALH-E336-239	6717 Willow Dr, Hitchcock, TX 77563	29.34248°	-94.99408°
23	GALH-E337-239	7023 Renaud St (S Railroad Ave), Hitchcock, TX 77563	29.34331°	-95.00701°
24	GALH-E338-239	7123 Avenue Q 1/2, Galveston, TX 77551	29.27265°	-94.84250°
25	GALH-E339-239	7124 Pine Rd, Hitchcock, TX 77563	29.35042°	-95.0058°
26	GALH-E340-239	7128 Avenue Q ½, Galveston, TX 77551	29.27291°	-94.84286°
27	GALH-E341-239	8303 Wallace St, Hitchcock, TX 77563	29.34992°	-95.02318°
28	GALH-E342-239	8927 Robinson Rd, Hitchcock, TX 77563	29.33706°	-95.03855°
29	GALH-E343-239	29 Lakeside Dr, Hitchcock, TX 77563	29.33052°	-94.94189°
30	GALH-E344-239	902 Vivian St, Kemah, TX 77565	29.54014°	-95.03483°

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT

Grant Award/Agreement

Court Date:	11/30/20	**Department:**	Grants Administration		
Grant Agency: Texas Division of Emergency Management			**Funding Source:** Texas Division of Emergency Management		
Grant Start Date:	9/25/2020	**Program Year:**	2020	**Renewal Grant:**	No
Grant End Date:	9/25/2022	**Program End Date:**	2022	**Contract #**	DR-4332-0239
Description:	HMGP Elevation Grant				
Grant Organization Keys: 2890 HMGP - Harvey 299238 Galv Co Elevation Program Batch #3			**Grant Type:**	Federal	

Expenditure Type	Grant (Other) Funded	County Funded	Total Budget
Salary & Benefit		$ -	$ -
Non-Labor		$ -	$ -
Indirect/Admin Costs		$ -	$ -
Not Yet Determined	$ 4,720,759.50	$ 1,573,586.00	$ 6,294,345.50
Totals:	$ 4,720,759.50	$ 1,573,586.00	$ 6,294,345.50

	FY18	FY19	FY20	FY21	After FY21	Total
County Funding History	$ -	$ -	$ -	$ -	$ -	$ -
Assigned Department Contact				Department Contact is responsible for the execution of the scope of work, programmatic reporting for the project and will serve as the point of contact for the Grants Administration Department.		
County Funding Source:	Fund: Division:					

{ County funded to be covered by Homeowners }

Approved By:	**Signature**	**Date**
Department Director:		11/19/2020
Grants Manager:		11/19/2020
Chief Financial Officer:	Stephanie Caraway for Brent Hartzell Digitally signed by Stephanie Caraway for Brent Hartzell Date: 2020.11.19 13:37:56 -06'00'	
County Auditor:	Randall Rice CPA Digitally signed by Randall Rice CPA Date: 2020.11.20 09:20:10 -06'00'	

TDEM
THE TEXAS A&M UNIVERSITY SYSTEM

October 29, 2020

The Honorable Mark Henry
County Judge
Galveston County
722 Moody, Suite 317
Galveston, TX, 77550

RE: Sub-Grant Award

Dear Judge Henry:

The Texas Division of Emergency Management (TDEM) has issued a sub-grant for DR-4332, Hurricane Harvey. The following is the information related to this award:

Sub-Recipient Information:

DUNS Number: 081507709
TINS Number: 74-6000908
FIPS Number: 167-99167-00

Award Information:

HISTORICAL BUILDINGS – PHASE I

Catalog of Federal Domestic Assistance: 97.039
FEMA Project Number: DR-4332-0239
Project Title: Galveston County Elevation of Properties Batch #3
Period of Performance (POP): **September 25, 2020 – September 25, 2021**

NON-HISTORICAL BUILDINGS

Catalog of Federal Domestic Assistance: 97.039
FEMA Project Number: DR-4332-0239
Project Title: Galveston County Elevation of Properties Batch #3
Period of Performance (POP): **September 25, 2020 - September 25, 2022**

Version / Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	9/25/2020	$6,294,345.50	75%	$4,720,759.50	25%	$1,573,586.00

Please Note: This award is not for research or development as defined in 2 Code of Federal Regulations (C.F.R.) § 200.87.

1033 LaPosada Dr Ste 300 Austin Texas 78752
24 Hours: 512-424-2208, Fax 512-424-2444

The eligible management costs for a reimbursement request are calculated by multiplying the eligible direct project costs submitted by the percentage of obligated management costs (5%) for the project. In some cases, the management costs submitted for a reimbursement will exceed the eligible management cost amount. In this instance, the management costs will be trapped until additional eligible direct project costs are submitted for reimbursement.

TOTAL ELIGIBLE MANAGEMENT COSTS						
Version / Amendment	**Date**	**Total Management Costs**	**Federal Cost Share Percentage**	**Federal Cost Share Amount**	**Local Cost Share Percentage**	**Local Cost Share Amount**
0	9/25/2020	$315,126.00	100%	$315,126.00	0%	$0

The approved Scope of Work (SOW) follows and the terms and conditions of this award are attached. It is important that the sub-recipient read, understand and comply with the SOW and all terms and conditions. It is also vital that this information be disseminated to sub-recipient's staff and contractors involved in work related to this project.

This grant will fund Galveston County to elevate 43 repetitive loss and/or substantially damaged residential structures to at least two feet above the Base Flood Elevation (BFE) of the adopted Flood Insurance Rate Map (FIRM). This grant will also fund Phase I for one (1) property to allow for completion of elevation design plans and State Historical Preservation Office (SHPO) consultation to determine property eligibility. All elevations will comply with local building ordinances and grant requirements.

In accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; Categorically Excluded (CATEX) N7 and A7, FEMA concludes that the above-mentioned project is categorically excluded from the National Environmental Policy Act (NEPA) requirement to prepare further environmental documentation. No extraordinary conditions in accordance with DHS Instruction 023-01-001-01 exist involving this project.

Signing and returning this award letter indicates sub-recipient's acceptance of the scope of work of the sub-award, the ability to pay the local cost share and all grant terms and conditions outlined in the attached documents.

The sub-recipient must ensure that:

1. The initial quarterly progress report for the project is submitted at the end of the approving quarter. Please include the project number (provided above) in your future quarterly reports. Note that 44 C.F.R. § 206.438(c) indicates the State must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report must include any problems or circumstances affecting completion dates, SOW, or project cost that may result in non-compliance with the approved grant conditions.

2. In accordance with HMGP rules and policy, TDEM requires the submittal of all closeout documentation within 90-days of the project completion not to exceed the POP. The Governor's Authorized Representative (GAR) "shall certify that reported costs were incurred in the performance of eligible work, that the approved work was completed and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement" in accordance with 44 C.F.R. § 206.438(d).

If changes are needed to the SOW for the sub-award, period of performance or costs associated to the sub-award, the sub-recipient should immediately contact TDEM. No change to the sub-award will be considered approved until the sub-recipient is notified in writing by TDEM.

This signed and dated award letter and attached grant terms and conditions must be returned to TDEM before payment on the sub-award can be processed. Your signature is required on this award letter and on the last page of the attached grant terms and conditions. You must also initial each exhibit on the last page of the grant terms and conditions. Please sign, date, and return both the award letter along with the attached grant terms and conditions acknowledging acceptance of this sub-award to the following address:

Texas Division of Emergency Management
1033 La Posada, Ste. 300
Austin, TX 78752

Mark Henry, County Judge

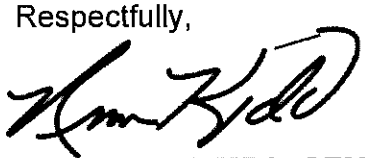
November 30, 2020
Date

Should you wish to appeal any determination related to this sub-award you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any

documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact your Mitigation Coordinator, Joshua Brogdon at 713-967-7011 or joshua.brogdon@tdem.texas.gov.

Respectfully,



W. Nim Kidd, MPA, CEM®
Chief - Texas Division of Emergency Management
Vice Chancellor for Disaster and Emergency Services
The Texas A&M University System

ATTACHMENTS: Grant Terms and Conditions
Record of Environmental Considerations
Property List

cc: Randall Rice
Mark Henry
James (Jim) Gentile
Elizabeth (Betsy) Thomas
Alyssa Young

GRANT TERMS AND CONDITIONS

This Grant Agreement (consisting of these terms and conditions and all exhibits) is made and entered into by and between the Texas Division of Emergency Management (TDEM), an agency of the State of Texas, hereinafter referred to as "TDEM," and the grant recipient, **GALVESTON COUNTY**, hereinafter referred to as the "Subrecipient." Furthermore, TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties." All subawards made under this grant agreement are subject to the same terms and conditions below.

Subrecipient may not assign or transfer any interest in this Grant without the express, prior written consent of TDEM and DHS/FEMA.

a. The term Recipient and pass-through entity have the same meaning as "Grantee," as used in governing statutes, regulations, and DHS/FEMA guidance.

b. A Recipient is also a "non-federal entity" for grants administration purposes.

c. A Subrecipient is also known as a "Subgrantee" as used in governing statutes regulations and DHS/ FEMA guidance.

d. A Subrecipient is also a "non-federal entity" for grants administration purposes.

e. The "Grant" referred to in this agreement is a subgrant to the Subrecipient passed thru from TDEM to the Subrecipient.

f. Certifying Official will be the Mayor, Judge, or Executive Director authorized to execute these grant terms and conditions, and to submit changes of Subrecipient Agents.

f. Projects and any subsequent versions for those projects accepted by the Subrecipient and subsequently obligated or deobligated by DHS/FEMA are considered subawards to this grant agreement.

A. **Standard of Performance**. Subrecipient shall perform all activities as approved by TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
   1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
   2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
   3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
   4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
   5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
   6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
   7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
   8. Request for Information and Documentation referred to as "Exhibit H"

B. **Failure to Perform**. In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this Grant, Subrecipient shall be liable to TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds

or any other grant program funds administered by TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement and complete projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by TDEM.

C. **Funding Obligations**. TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
   1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by TDEM under this Grant shall not exceed the total cumulative award amounts listed on the Subawards (projects and subsequent versions).
   2. Subrecipient shall contribute the match funds listed on the subaward.

   Subrecipient shall refund to TDEM any sum of these Grant funds that has been determined by TDEM or DHS/FEMA to be an overpayment to Subrecipient or that TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to TDEM within thirty (30) calendar days after TDEM requests such refund

D. **Performance Period**. The performance period for this Grant is listed on the subaward letter for each project. **All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to TDEM within 60 days of the end of the performance period.** Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to TDEM within 60 days of the end of the performance period. TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

E. **Uniform Administrative Requirements, Cost Principals and Audit Requirements**. Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every projects]:
   - Public Law 93-288, as amended (Stafford Act)
   - 44 CFR, Emergency Management and Assistance
   - Disaster Mitigation Act of 2000
   - OMB Regulations 2 CFR, Grant and Agreements
   - Executive Order 11988, Floodplain Management
   - Executive Order 11990, Protection of Wetlands
   - Executive Order 12372, Intergovernmental Review of Programs and Activities
   - Executive Order 12549, Debarment and Suspension
   - Executive Order 12612, Federalism
   - Executive Order 12699, Seismic Design
   - Executive Order 12898, Environmental Justice
   - Coastal Barrier Resources Act, Public Law 97-348
   - Single Audit Act, Public Law 98-502
   - Sandy Recovery Improvement Act publications

- 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

F. **State Requirements for Grants**. Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:
http://www.window.state.tx.us/procurement/catrad/ugms.pdf
and the program State Administrative Plan, available at:
https://grants.tdem.texas.gov
Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

G. **Restrictions and General Conditions**.

1. Use of Funds. DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition,

Federal funds may not be used to sue the Federal government or any other government entity.

2. Federal Employee Prohibition. Federal employees are prohibited directly benefiting from any funds under this Grant.
3. Points of Contacts. Within 10 calendar days of any change, Subrecipient shall notify TDEM of any change in designated of Subrecipient Agents as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient. In the event a Subrecipient hires a consultant to assist them with managing its Public Assistance grants, they must be listed on the Designated Subrecipient Agent Form. TDEM will direct all correspondence to the Subrecipient but will cc: the consultant on all email exchanges. The Subrecipient will be responsible for sharing written communications with the consultant. The Subrecipient will remain the primary point of contact and must be included in all decision making activities.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is accurate and is registered on Sams.gov. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or http://fedgov.dnb.com/webform
5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at www.sam.gov or other federally established site for contractor registration, and entered TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
   a. Applicability and what to report: Subrecipient shall report whether Subrecipient received $25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
   b. Where and when to report: Subrecipient shall report executive total compensation at www.sam.gov or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or

The **cost plus a percentage of cost** and **percentage of construction** cost methods of contracting **are ineligible**.

Must perform **cost/price analysis** for every procurement action in excess of the Simplified Acquisition Threshold.

Must negotiate profit as a separate element where required.

4. Evidence of non-debarment for vendors must be documented through http://www.sam.gov/portal/public/SAM and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review.
5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321

I. **Monitoring.** Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, if the monitoring visit reveals deficiencies in Subrecipient's performance under this Grant, a monitoring report will be provided to the Subrecipient and shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit**.
1. Audit of Federal and State Funds. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A- 133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. Right to Audit. Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. Subrecipient's Liability for Disallowed Costs. Subrecipient understands and agrees that it shall be liable to TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by Subrecipient

from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.

4. Subrecipient's Facilitation of Audit. Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. State Auditor's Clause. Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

K. **Retention and Accessibility of Records**.

1. Retention of Records. Subrecipient shall follow its own internal retentaion policy, or the state's retention policy, whichever is stricter. At a minimum, the subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, §200.333-337, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long term retention value.
2. Access to Records. Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

L. **Changes, Amendments, Suspension or Termination**

1. Modification. DHS/FEMA or TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has

been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.

3. Suspension. In the event Subrecipient fails to comply with any term of this Grant, TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. Termination. TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if TDEM determines that Subrecipient has failed to comply with any term of this Grant. TDEM shall provide written notice of the termination and include:
   a. The reason(s) for such termination;
   b. The effective date of such termination; and
   c. In the case of partial termination, the portion of this Grant to be terminated.
   d. Appeal may be made to the Deputy Chief of the Texas Division of Emergency Management - Recovery & Mitigation.

M. **Enforcement**. If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require all payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request DHS/FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by TDEM or DHS/FEMA;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless TDEM or DHS/FEMA expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O.

12549. 2 C.F.R., Appendix II to Part 200, (I).

N. **Conflicts of Interest**. The subrecipient will 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 and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

O. **Closing of this Grant**. TDEM will close each subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, TDEM will recover the unused funds.

At the completion and closure of all Subrecipient's projects (subawards), TDEM will request the Subrecipient to Certify the completion of all projects (subawards) in accordance of the grants terms and conditions to state there are no further claims under this subgrant.
The closeout of this Grant does not affect:

1. DHS/FEMA or TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

P. **Notices.** All notices and other communications pertaining to this agreement shall be delivered in electronic format and/or writing and shall be transmitted by fax, e-mail, personal hand-delivery (and receipted for) or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party.

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.

2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738;
(c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally- assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

Exhibit C

Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.

C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:

   1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.

   2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;

   4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or

   5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).

E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.

G. Subrecipient will comply with the Drug-free Workplace Act, in Subpart B of 2 C.F.R. Part 3001.

H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.

J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section _.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implem entation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commer cially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at https://www.sam.gov/portal/public/SAM/.

25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

EXHIBIT E

Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

EXHIBIT F

Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Project Scoping meeting with the State- Federal team.

2. All work must be done prior to the approved project completion deadline assigned to each Project (POP). Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request 60 days prior to the end of the period of performance may result in reduction or withdrawal of federal funds for approved work.**

3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding. The Subrecipient shall submit requests for cost overruns requiring additional obligations to TDEM, who will forward to FEMA for review and approval prior to incurring costs.

4. The Project Completion and Certification Report must be submitted to TDEM within 60 days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report, or Duplication of Benefits form certifying other funds were received to complete the project.

5. A cost overrun appeal on small ($128,900) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.

6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed. Appeals for Alternative Projects will be subject to the terms of the signed agreement for the Alternative Project.

7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.

8. You may request a payment of funds on projects by initiating a Request for Reimbursement (RFR) in TDEM's Grant Management System (GMS) or an Advance of Funds Request (AFR), and including documentation supporting your request. Small Public Assistance projects are paid upon obligation and will be initiated by TDEM personnel. Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter.

9. Subrecipients will be required to submit quarterly project reports (QPR) for open large projects using TDEM's GMS. Your assigned Grant Coordinator will coordinate the due date for your specific reporting. Public Assistance program small projects are typically exempt from quarterly reporting, however TDEM reserves the right to require QPRs on any smalls requiring a POP extension. The first quarterly report will be due at the end of the first full quarter following the quarter in which the project was obligated. No quarterlies are required for projects that Subrecipient has initiated a closeout request and has provided a certificate of completion. Failure to submit required quarterly reports for two or more quarters can result in withholding or deobligation of funding for Subrecipients until all reports are submitted and up-to-date.

10. Subrecipients expending $750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.

11. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.

12. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over $5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than $5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.

13. TDEM will be using the new FEMA Public Assistance Delivery Model to facilitate the writing of project worksheets (Portal). Subrecipient will be responsible for establishing and maintaining an active account in the Portal and to provide and upload timely, all information requested that is needed to write accurate project worksheets. The Portal will provide the Subrecipient visibility of the entire project writing process.

14. TDEM will be using its new Grant Management System (GMS) for Subrecipient grant management functions. Subrecipient will access GMS to initiate Requests for Reimbursements (RFR), Advance of Funds Requests (AFR), Time Extensions, Scope and Cost changes requests, Quarterly Reports, Project Closeouts, Appeals, and other items deemed necessary by TDEM. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements. Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement.

16. 2 CFR 200.210(a)(15), 2 CFR 200.331(a)(1)(xiii) and (a)(4) make reference to indirect cost rates. The Subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 10% de minimis rate of modified total direct costs (MTDC) (as per § 200.414) when receiving Management Costs.

EXHIBIT G

Match Certification

Additional Grant Certifications

Subrecipient certifies that it has the ability to meet or exceed the cost share required for all subawards (Projects) and amendments (versions) under this Grant Agreement.

Duplication of Program Statement

Subrecipient certifies there has not been, nor will there be, a duplication of benefits for this project.

Match Certification

Federal Debt Disclosure

Subrecipient certifies that it is not delinquent on any Federal Debt.

For Hazard Mitigation Projects Only:

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.

   OR

2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

Request for Information and Documentation Policy and Guideline

It is crucial to the success of the overall Grant Program and to the timely completion and closure of awarded projects that timelines be established for providing information and documentation. TDEM has developed a framework to support this endeavor following a progressive series of communications for the Subrecipient (RFI). TDEM will work with you throughout the RFI process as communication is the key to your success.

RFI Timelines	
First Informal Request	The primary contact for the Subrecipient will receive the RFI via email with five business days to respond.
Second Informal Request	A second email to the primary contact will be sent with an additional five business days to respond.
Third Informal Request	A phone call will be made to the primary contact with a third email requesting the information to be provided within five business days. The Regional Section Administrator and State Coordinator will be copied.
Fourth Formal Request	The Supervising Program Director of Recovery will issue a certified letter to the highest ranking official highlighting previous requests and an additional ten days to provide the requested information.
Final Formal Request	A final request by certified letter will be issued by the Deputy Assistant Director of Recovery, Mitigation, and Standards, or the Assistant Director of the Texas Division of Emergency Management to the highest ranking official giving the final ten business days to respond or deobligation of the project will begin.
Final Action	If the RFI is not sufficiently answered, the project will be deobligated, and any previously paid funds must be returned to TDEM.

Reference: RMS Services Grant Program Request for Information and Documentation August 2017

GRANT TERMS AND CONDITIONS

Please initial by each Exhibit, acknowledging you have received them, understand them, and agree to abide by them.

____ Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"

____ Assurances – Construction Programs, hereinafter referred to as "Exhibit B"

____ Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"

____ State of Texas Assurances, hereinafter referred to as "Exhibit D"

____ Environmental Review Certification, hereinafter referred to as "Exhibit E"

____ Additional Grant Conditions, hereinafter referred to as "Exhibit F"

____ Additional Grant Certifications, hereinafter referred to as "Exhibit G"

____ Request for Information and Documentation referred to as "Exhibit H"

Please sign below to acknowledged acceptance of the grant and all exhibits in this agreement, and to abide by all terms and conditions.

Signature of Certifying Official

November 30, 2020
Date

Mark Henry, County Judge
Printed Name and Title

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-DR-4332-TX Project #239 (0)

Title: Galveston County Elevation Project Batch #1

NEPA DETERMINATION

Non Compliant Flag:	No	**EA Draft Date:**	**EA Final Date:**
EA Public Notice Date:		**EA Fonsi**	**Level:** CATEX
EIS Notice of Intent		**EIS ROD Date:**	

Comment Galveston County proposes to elevate forty-three (43) repetitive loss and/or substantially damaged residential structures to at least two feet above the Base Flood Elevation (BFE) of the adopted Flood Insurance Rate Map (FIRM). All elevations will comply with local building ordinances and grant compliance. FEMA is also providing funds for elevation design plans at 1106 33rd Street, Galveston TX. Construction at this address is not approved by this REC. FEMA must complete consultation under the National Historic Preservation Act and review/approve the elevation at this location on a revised REC prior to the applicant starting construction. See attached property list for locations. Note that this REC supersedes the REC issued on 5/4/2020.

This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; CATEX A7/N7. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.
- jhowar25 - 08/24/2020 20:08:10 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
*n7	(*n7) Federal Assistance for Structure and Facility Upgrades. Federal assistance for the reconstruction, elevation, retrofitting, upgrading to current codes and standards, and improvements of pre-existing facilities in existing developed areas with substantially completed infrastructure, when the immediate project area has already been disturbed, and when those actions do not alter basic functions, do not exceed capacity of other system components, or modify intended land use. This category does not include actions within or affecting streams or stream banks or actions seaward of the limit of moderate wave action (or V zone when the limit of moderate wave action has not been identified).	Yes
a7	(a7) The commitment of resources, personnel, and funding to conduct audits, surveys, and data collection of a minimally intrusive nature. If any of these commitments result in proposals for further action, those proposals must be covered by an appropriate CATEX. Examples include, but are not limited to: (a) Activities designed to support the improvement or upgrade management of natural resources, such as surveys for threatened and endangered species, wildlife and wildlife habitat, historic properties, and archeological sites; wetland delineations; timber stand examination; minimal water, air, waste, material and soil sampling; audits, photography, and interpretation. (b) Minimally-intrusive geological, geophysical, and geo-technical activities, including mapping and engineering surveys. (c) Conducting Facility Audits, Environmental Site Assessments and Environmental Baseline Surveys, and (d) Vulnerability, risk, and structural integrity assessments of infrastructure.	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-DR-4332-TX Project #239 (0)

Title: Galveston County Elevation Project Batch #1

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is located in a coastal zone area and/or affects the coastal zone	Based on consultation with Texas General Land Office (GLO) and review of Coastal Coordination Council (CCC) General Concurrence #5, FEMA has determined that this project is deemed consistent with the goals and policies of the Texas Coastal Management Program (CMP) and consistency review procedures as implemented by the GLO. - jhowar25 - 08/24/2020 20:09:19 GMT
	Completed	State administering agency does not require consistency review - Review concluded	
Executive Order 11988 - Floodplains	Completed	Located in floodplain or effects on floodplain/flood levels	The project is located within the AE zone of 100-yr flooding per the Flood Insurance Rate Map panels as indicated in the attached property list. Initial Disaster Public Notice was published on 09/27/2017. The proposed action is not likely to result in any potential direct impacts that will adversely affect the natural values and function of floodplains nor is it likely to increase the risk of flood loss. 8-step checklist attached. - jhowar25 - 08/24/2020 20:14:20 GMT
	Completed	Possible adverse effects associated with investment in floodplain, occupancy or modification of floodplain environment	
	Completed	8 Step Process Complete - documentation attached - Review concluded	
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	: A review of the National Wetland Inventory (NWI) online mapper, accessed on 8/24/2020, for the project indicates that portions of the project area are adjacent to a designated wetland. However, the project will elevate existing structures within their original footprint, which is not likely to affect wetlands. - jhowar25 - 08/24/2020 20:14:55 GMT

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-DR-4332-TX Project #239 (0)

Title: Galveston County Elevation Project Batch #1

Environmental Law/ Executive Order	Status	Description	Comment
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Standard Section 106 review	FEMA has determined that there will be No Historic Properties Affected. SHPO concurrence with this determination was received, dated 11/6/18, 11/30/18, and 6/19/2020. The scope of work has been reviewed and FEMA has determined that the project will not require Tribal Consultation. - sforbes2 - 08/25/2020 14:04:53 GMT
	Completed	Building or structure 50 years or older or listed on the National Register in the project area and activity not exempt from review	
	Completed	Determination of No Historic Properties Affected (FEMA finding/SHPO/THPO concurrence attached) - Review	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-DR-4332-TX Project #239 (0)

Title: Galveston County Elevation Project Batch #1

Environmental Law/ Executive Order	Status	Description	Comment
		concluded	
	Completed	Project affects only previously disturbed ground - Review concluded	
Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)	Completed	Review concluded	
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Special Conditions required on implementation of Projects:

Applicant must coordinate with the local floodplain administrator and obtain required permits prior to initiating work. Applicant must comply with any conditions of permit and all coordination pertaining to these activities should be retained as part of the project file in accordance with the respective grant program instructions.

Source of condition: Executive Order 11988 - Floodplains Monitoring Required: No

The applicant shall ensure that best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands or water bodies. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands and other waters are not adversely impacted per the Clean Water Act and Executive Order 11990.

Source of condition: Executive Order 11990 - Wetlands Monitoring Required: No

If any asbestos containing materials, lead based paint and/or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal, state and local abatement and disposal requirements under the National Emissions Standards for Hazardous Air Pollutants (NESHAP).

Source of condition: Clean Air Act (CAA) Monitoring Required: No

Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.

Source of condition: Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA) Monitoring Required: No

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-DR-4332-TX Project #239 (0)

Title: Galveston County Elevation Project Batch #1

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Property ID	Address	City	Zip Code	Latitude	Longitude
1	29 Lakeside Drive	Hitchcock	77563	29.330515	-94.941859
2	36 Lakeside Drive	Hitchcock	77563	29.329882	-94.942741
3	37 Lakeside Drive	Hitchcock	77563	29.329833	-94.942863
4	56 Lakeside Drive	Hitchcock	77563	29.328322	-94.945785
5	158 Tarpon Street	Bayou Vista	77563	29.325056	-94.946304
6	202 Blue Point Road	Clear Lake Shores	77565	29.549639	-95.030067
7	206 Blue Point Road	Clear Lake Shores	77565	29.549198	-95.030132
8	319 Narcissus Road	Clear Lake Shores	77565	29.547909	-95.034261
9	333 24th Street	San Leon	77539	29.497650	-94.941402
10	410 Moody Avenue	League City	77573	29.520755	-95.084210
11	702 Clear Lake Road	Clear Lake Shores	77565	29.544100	-95.032440
12	711 Oak Road	Clear Lake Shores	77565	29.544151	-95.033499
13	902 Vivian Street	Kemah	77565	29.540227	-95.034359
14	910 Vivian Street	Kemah	77565	29.539374	-95.034511
15	923 Dogwood Road	Clear Lake Shores	77565	29.544030	-95.031666
16	1024 Kipp Avenue	Kemah	77565	29.538814	-95.016552
17	1103 Kipp Avenue	Kemah	77565	29.538956	-95.015341
18	1210 Esther Street	Kemah	77565	29.539094	-95.034440
19	1445 John Street	San Leon	77539	29.477642	-94.945744
20	2403 Pecan Street	Dickinson	77539	29.463972	-95.058344
21	2473 Avenue A	San Leon	77539	29.502758	-94.943837
22	2703 Timber Drive	Dickinson	77539	29.468809	-95.065501
23	2705 Timber Drive	Dickinson	77539	29.468722	-95.065419
24	3223 Avenue G	Dickinson	77539	29.466253	-95.058995
25	3600 Utah Avenue	Dickinson	77539	29.468222	-95.035797
26	3703 Imite Street	Dickinson	77539	29.463534	-95.055579
27	4306 Country Club	Dickinson	77539	29.463429	-95.022452
28	4502 East 26th	Dickinson	77539	29.476932	-95.043220
29	4512 Swan Street	Hitchcock	77563	29.337961	-94.962912
30	4535 Nevada Street	Dickinson	77539	29.458276	-95.052367
31	4803 East 29th Street	Dickinson	77539	29.474673	-95.039602
32	5319 Bayou Drive	Dickinson	77539	29.449921	-95.060458
33	5412 Avenue P	Galveston	77551	29.282864	-94.825383
34	5627 Avenue Q 1/2	Galveston	77551	29.279012	-94.827054
35	6113 Avenue Q 1/2	Galveston	77551	29.276919	-94.832358
36	6715 Willow Drive	Hitchcock	77563	29.342596	-94.994014
37	6717 Willow Drive	Hitchcock	77563	29.342469	-94.994065
38	7023 Renaud (S. Railroad Ave.)	Hitchcock	77563	29.343332	-95.007012
39	7123 Avenue Q ½	Galveston	77551	29.272659	-94.842483
40	7124 Pine Road	Hitchcock	77563	29.350436	-95.005757
41	7128 Avenue Q ½	Galveston	77551	29.272872	-94.842848
42	8303 Wallace Street	Hitchcock	77563	29.349920	-95.023183
43	8927 Robinson Road	Hitchcock	77563	29.337036	-95.038505
44	1106 33rd Street*	Galveston	77550	29.295908	-94.802884

*This property is funded for Phase I to develop elevation design plans & conduct SHPO consultation

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*42.

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

Grant Award/Agreement

1) **Court Date:** 7/6/2026
2) **Department:** GALVESTON COUNTY SHERIFF'S OFFICE
3) **Grant Agency:** MARY MOODY NORTHEN ENDOWMENT
4) **Funding Source:**
5) **Grant Start Date:** 6/17/2026
6) **Grant End Date:** 6/17/2027
7) **Program Year: fy 26**
8) **Program End Date:** 6/17/2027
9) **Renewal Grant:**
10) **Contract #:**
11) **Description: MARY MOODY NORTHEN ENDOWMENT. Grant funding for the purchase of Sheriff's Office dive team equipment**

12) **Grant Organization Keys:**
13) **Grant Type:**

Expenditure Type

14) **Grant Funded $16,390.00**
15) **County Funded $0**
16) **Total Project Amount: $16,390.00**
17) **Assigned Department Contact: : JACOB MANUAL, SHERIFF'S OFFICE**

County Funding Sources

18) **Match Fund: n/a**
19) **Match Division:**

NOTES:
Award Acceptance

Approval History

Seq #	Approver	Action	Action Date
1	Jamie Brownson	Approve	6/24/26 8:11 am
2	Miriam Moran	Approve	6/24/26 9:02 am
3	Jimmy Fullen	Approve	6/24/26 2:57 pm
4	Diana Huallpa	Approve	6/25/26 8:47 am
5	Sergio Cruz	Approve	6/25/26 10:44 am

MEMORANDUM

To: Galveston County Commissioners Court
From: Grants Administration
Court Date: July 6, 2026
RE: Galveston County Sheriff's Office Dive Team
The Mary Moody Northen Endowment Grant Award

BACKGROUND

Established in 1964, the Mary Moody Northen Endowment is a charitable foundation dedicated to supporting environmental, social service, educational, and historical initiatives that benefit communities and institutions throughout Texas and Virginia. The Endowment foundation reflects lifelong commitment to philanthropy, public service, and community enrichment, continuing her legacy by providing funding for programs and projects that improve quality of life, preserve history, advance education, and promote the well-being of future generations.

The Galveston County Sheriff's Office Dive Team has been awarded funding in the amount of $16,390.00 to acquire specialized equipment critical to the safety, effectiveness, and operational readiness of its underwater response personnel.

SUMMARY

The Galveston County Sheriff's Office Dive Team has been awarded grant funds from The Mary Moody Northen Endowment in the amount of $16,390.00 that will fund the purchase of the following dive equipment:

- Eight (8) Shearwater Peregrine wrist-mounted dive computers,
- Eight (8) Zeagle pony bottle mounting systems,
- Eight (8) Highland pony bottle regulator sets, and
- Two (2) Hazardous-material (Haz-Mat) dry suits.

The equipment will significantly enhance diver safety by providing redundant emergency air systems, advanced dive-monitoring technology, and protection from hazardous environmental contaminants commonly encountered during recovery operations. These upgrades will improve mission capability, reduce operational risk, and ensure team members remain equipped to perform complex underwater operations safely and effectively.

Acceptance of this grant will ensure the Galveston County Sheriff's Office Dive Team remains equipped to provide critical underwater response capabilities to law enforcement and public safety agencies throughout the region.

FINANCIAL SUMMARY
Grant Award: $ 16,390.00 (100%)
County Match: $ 0
Total Project Cost: $ 16,390.00

RECOMMENDATIONS
Grants Administration requests the Court to consider the acceptance of The Mary Moody Northen Endowment grant award and authorize the County Judge to sign the contract award agreement document.

ATTACHEMENTS FOR WET SIGNATURE
[Grant Agreement]

THE MARY MOODY NORTHEN ENDOWMENT
Grant Agreement

GRANTEE Galveston County Sheriff's Office

DATE: June 17, 2026

PURPOSE: to fund purchase of Dive Team equipment

AMOUNT: $16,390

USE OF GRANT FUNDS: All funds must be used by the Grantee in compliance with restrictions set forth in the 1969 Tax Reform Act. The funds must be used for the purposes stated above, and no changes or modification may be made without the Endowment's prior knowledge and written approval. Grant funds will be returned to the Endowment if a) the Grantee loses its United States Internal Revenue tax-exempt status or b) the funds are not expended or committed for the purposes of the grant within the stated period of time.

REPORTS TO THE ENDOWMENT: A written report must be furnished to the Endowment upon completion of the program for which the grant was awarded or one year after the grant has been made. This report should include an accounting of the grant funds expended and the resulting outcomes.

1. OTHER PROVISIONS

This grant has been approved by the Board of Directors of the Mary Moody Northen Endowment, and is accepted by the Grantee with the understanding that the Endowment is not obligated to provide additional support.

THE MARY MOODY NORTHEN ENDOWMENT By_____
Executive Director

ACCEPTANCE

The grant described above is accepted subject to the terms and provisions stated herein.

By: _____
(Recipient's Representative)

Title: _____

Date: _____

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*43.

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

26-139-0706-A

County Clerk- Request transfer within Election Services Contract Fund - Budgeted Reserves to Election expense to fund publication and printing expenses for voter registration cards.

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	6/26/26 5:22 pm

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 07/06/2026 : BAT-0000716

Company	The County of Galveston
Plan Template	Annual Budget Detail : FY26 Amended Budget
Plan	FY26 Amended Budget
Organizing Dimension Type	
Amendment ID	BAT-0000716
Amendment Date	07/06/2026
Description	Galveston County, Publication printing of mass mailings of Voter Registration cards to registered voter's county wide.
Amendment Type	Budget Transfer
Balanced Amendment	Yes
Entry Type	Amended
Status	In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	2103 Election Services Contract Fund		Budgeted Reserves			$0.00	$115,000.00		
FY2026 Annual (FY26 Amended Budget)	5499000:Other Services - Miscellaneous	114030 Election Expense	2103 Election Services Contract Fund		Election Expense			$115,000.00	$0.00		

Voter Card Mass Services.pdf

File Name	Voter Card Mass Services.pdf
Content Type	application/pdf
Updated By	Melissa Childs
Upload Date	06/23/2026 01:40:36 PM
Comment	

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	06/23/2026 01:40:36 PM	06/24/2026	Melissa Childs	1	
Budget Amendment Event	Approval by Budget Specialist	Sent Back	06/23/2026 02:59:30 PM		Lee Clemmer (Budget Specialist)	1	Send Back Reason from Lee Clemmer: Please change the amendment date to 06/23/2026. Thank you!

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Submitted	06/23/2026 03:14:04 PM	06/24/2026	Melissa Childs	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	06/23/2026 03:44:59 PM		Lee Clemmer (Budget Specialist)	1	Lee Clemmer: 26-139-0706-A; Request transfer within Election Services Contract Fund - Budgeted Reserves to Election Expense to fund publication and printing expenses for voter registration cards.
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		06/24/2026		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	06/23/2026 04:43:16 PM		Lauren Swift (Payroll Accountant)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	06/23/2026 04:59:45 PM	06/25/2026	Wendi Fragoso (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	06/25/2026 03:10:58 PM	06/25/2026	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		06/27/2026	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*44.

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

26-140-0706-B
County Court #2 - Request transfer from General Fund - Budgeted Reserves to County Court #2 - Various Spend Categories to fund personnel adjustments.

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	6/26/26 6:31 pm

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 07/06/2026 : BAT-0000707

Company The County of Galveston
Plan Template Annual Budget Detail : FY26 Amended Budget
Plan FY26 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000707
Amendment Date 07/06/2026
Description 26-140-0706-B; Request transfer from General Fund - Budgeted Reserves to County Court #2 - Various Spend Categories to fund personnel adjustments.
Amendment Type Budget Transfer
Balanced Amendment Yes
Entry Type Amended
Status In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5152000:Payroll Tax Expense	122200 County Court #2	1101 General Fund		Medicare FICA payments			$21.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5100000:Salaries and Wages	122200 County Court #2	1101 General Fund		Salaries and Wages			$1,389.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1101 General Fund		Budgeted Reserves			$0.00	$1,687.00		
FY2026 Annual (FY26 Amended Budget)	5155000:Unemployment	122200 County Court #2	1101 General Fund		Unemployment Compensation			$2.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5154000:Deferred Compensation Plan	122200 County Court #2	1101 General Fund		Alternate Plan			$110.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5153000:Pension	122200 County Court #2	1101 General Fund		Pension			$165.00	$0.00		

Court Coordinator #2 Personnel Breakdown.pdf

File Name Court Coordinator #2 Personnel Breakdown.pdf
Content Type application/pdf
Updated By Joselyne Delgado
Upload Date 06/09/2026 01:19:45 PM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	06/09/2026 02:20:46 PM	06/10/2026	Joselyne Delgado	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	06/10/2026 08:23:12 AM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		06/10/2026		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	06/10/2026 12:14:17 PM		Lauren Swift (Payroll Accountant)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	06/11/2026 09:09:57 AM	06/12/2026	Monica Gracia (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	06/11/2026 09:51:07 AM	06/13/2026	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Sent Back	06/23/2026 01:42:15 PM	06/13/2026	Sergio Cruz (Finance Executive)	1	Send Back Reason from Sergio Cruz: Item deferred by Court
Budget Amendment Event	Budget Amendment Event	Submitted	06/23/2026 01:59:54 PM	06/10/2026	Joselyne Delgado	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	06/23/2026 02:52:42 PM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		06/10/2026		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	06/23/2026 04:41:32 PM		Lauren Swift (Payroll Accountant)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	06/25/2026 09:46:07 AM	06/25/2026	Monica Gracia (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	06/25/2026 03:10:39 PM	06/27/2026	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		06/27/2026	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

Department Name:	Fund Cost Center:
County Court #2	1101122200

Current Position Title	PSN	Current Salary	Requested Position Title	New Salary	Change in Salary	Comment
Court Coordinator (G-116)	1222000003	$58,766.00	Court Coordinator (G-117)	$63,711.00	$4,945.00	Salary Increase
		$ 58,766.00		$ 63,711.00	$ 4,945.00	

Start Date	6/22/2026
End of Fiscal Year	9/30/2026
Net Work Days	73

Object Code Name	Object Code Account	FY26 Prorated Amounts
Salary	5100000	1,389.00
County Paid Health Ins Premium	5151000	-
Medicare FICA Payments	5152000	21.00
TCDRS	5153000	165.00
Worker's Compensation	5156000	-
Alternate Plan	5154000	110.00
Unemployment	5155000	2.00
FY 2026 Fiscal Impact		1,687.00

FY 2027 Fiscal Impact
5,999.00

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*45.

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

26-141-0706-C
Sheriff's Office - Request transfer from Sheriff Administration - Repair and Maintenance for Boats - Services to Patrol Division - Extraordinary Supplies to fund the purchase of equipment.

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	6/26/26 6:33 pm

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 07/06/2026 : BAT-0000715

Company The County of Galveston
Plan Template Annual Budget Detail : FY26 Amended Budget
Plan FY26 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000715
Amendment Date 07/06/2026
Description Transfer from services to goods for marine divisison
Amendment Type Budget Transfer
Balanced Amendment Yes
Entry Type Amended
Status In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5310000:Administrative Supplies	211143 Patrol Division	1101 General Fund		Extraordinary Supplies			$10,500.00	$0.00	Marine unit budget, funds to be moved to pay for upgraded equipment and installation on boats. This is a portion of the funds that will be used for the upgrade, the remainder will come from extraordinary supplies, Patrol division.	
FY2026 Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	211101 Sheriff Administration	1101 General Fund		Repair and Maintenance for Boats - Services			$0.00	$10,500.00	Marine budget, funds to be moved to pay for upgraded equipment and installation on boats	

Estimate_6015 Safe boat.pdf

File Name Estimate_6015 Safe boat.pdf
Content Type application/pdf
Updated By Clayton Pope
Upload Date 06/23/2026 10:18:28 AM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	06/23/2026 10:18:28 AM	06/24/2026	Clayton Pope	1	
Budget Amendment Event	Approval by Budget Specialist	Sent Back	06/23/2026 11:32:41 AM		Lee Clemmer (Budget Specialist)	1	Send Back Reason from Lee Clemmer: Please make ledger and spend category changes outlined in email. Thank you!
Budget Amendment Event	Budget Amendment Event	Submitted	06/23/2026 02:44:38 PM	06/24/2026	Clayton Pope	1	
Budget Amendment Event	Approval by Budget Specialist	Sent Back	06/23/2026 04:11:22 PM		Lee Clemmer (Budget Specialist)	1	Send Back Reason from Lee Clemmer: Please make spend category update to Repair and Maintenance for Boats - Services. Thank you!
Budget Amendment Event	Budget Amendment Event	Submitted	06/23/2026 04:15:22 PM	06/24/2026	Clayton Pope	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	06/23/2026 04:22:37 PM		Lee Clemmer (Budget Specialist)	1	Lee Clemmer: 26-141-0706-C; Request transfer from Sheriff Administration - Repair and Maintenance for Boats - Services to Patrol Division - Extraordinary Supplies to fund the purchase of equipment.
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		06/24/2026		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	06/25/2026 10:44:33 AM		Lauren Swift (Payroll Accountant)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	06/25/2026 10:46:26 AM	06/27/2026	Clayton Pope (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	06/25/2026 03:08:57 PM	06/27/2026	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		06/27/2026	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*46.

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

26-142-0706-D
Information Technology- Request Transfer from County Capital Projects Fund - Building Improvements - Services to General Fund - Budgeted Reserves to reallocate unused funding from the Jail Access Control Architect project.

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	6/26/26 6:39 pm

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 07/06/2026 : BAT-0000721

Company The County of Galveston
Plan Template Annual Budget Detail : FY26 Amended Budget
Plan FY26 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000721
Amendment Date 07/06/2026
Description 26-142-0706-D; Request Transfer from County Capital Projects Fund - Building Improvements - Services to General Fund - Budgeted Reserves to reallocate unused funding from the Jail Access Control Architect 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			$0.00	$515,788.97		
FY2026 Annual (FY26 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1101 General Fund		Budgeted Reserves			$515,788.97	$0.00		

ARPA BA 7.6.26 CC.pdf

File Name ARPA BA 7.6.26 CC.pdf
Content Type application/pdf
Updated By Lee Clemmer
Upload Date 06/24/2026 03:02:21 PM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	06/24/2026 03:02:22 PM	06/25/2026	Lee Clemmer	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	06/24/2026 03:15:24 PM		Joselyne Delgado (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		06/25/2026		0	

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	06/25/2026 10:40:36 AM		Lauren Swift (Payroll Accountant)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	06/25/2026 03:20:01 PM	06/27/2026	Sergio Cruz (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	06/25/2026 04:05:17 PM	06/27/2026	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		06/27/2026	Christie Motogbe (Finance Executive)	1	

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*47.

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

26-143-0706-E
Sheriff's Office - Request transfer from Various Cost Centers - Various Spend Categories to Various Cost Centers - Various Spend Categories to fund personnel adjustments.

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	6/26/26 6:21 pm

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 07/06/2026 : BAT-0000720

Company	The County of Galveston
Plan Template	Annual Budget Detail : FY26 Amended Budget
Plan	FY26 Amended Budget
Organizing Dimension Type	
Amendment ID	BAT-0000720
Amendment Date	07/06/2026
Description	26-143-0706-E; Request transfer from Various Cost Centers - Various Spend Categories to Various Cost Centers - Various Spend Categories to fund personnel adjustments.
Amendment Type	Budget Transfer
Balanced Amendment	Yes
Entry Type	Amended
Status	In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5154000:Deferred Compensation Plan	212101 Sheriff - Administration Civilian Staff	1101 General Fund		Alternate Plan			$0.00	$1,330.93		
FY2026 Annual (FY26 Amended Budget)	5156000:Workers Compensation	212101 Sheriff - Administration Civilian Staff	1101 General Fund		Worker's Compensation			$0.00	$582.00		
FY2026 Annual (FY26 Amended Budget)	5153000:Pension	212101 Sheriff - Administration Civilian Staff	1101 General Fund		Pension			$0.00	$2,013.27		
FY2026 Annual (FY26 Amended Budget)	5152000:Payroll Tax Expense	212101 Sheriff - Administration Civilian Staff	1101 General Fund		Medicare FICA payments			$0.00	$245.93		
FY2026 Annual (FY26 Amended Budget)	5151000:Group Insurance	212101 Sheriff - Administration Civilian Staff	1101 General Fund		County Paid Health Insurance Premiums			$0.00	$4,624.00		
FY2026 Annual (FY26 Amended Budget)	5100000:Salaries and Wages	212101 Sheriff - Administration Civilian Staff	1101 General Fund		Salaries and Wages			$0.00	$16,961.00		
FY2026 Annual (FY26 Amended Budget)	5155000:Unemployment	211133 Sheriff Corrections	1101 General Fund		Unemployment Compensation			$0.00	$24.46		
FY2026 Annual (FY26 Amended Budget)	5154000:Deferred Compensation Plan	211133 Sheriff Corrections	1101 General Fund		Alternate Plan			$0.00	$1,744.94		
FY2026 Annual (FY26 Amended Budget)	5156000:Workers Compensation	211133 Sheriff Corrections	1101 General Fund		Worker's Compensation			$0.00	$291.00		

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5153000:Pension	211133 Sheriff Corrections	1101 General Fund		Pension			$0.00	$2,639.53		
FY2026 Annual (FY26 Amended Budget)	5152000:Payroll Tax Expense	211133 Sheriff Corrections	1101 General Fund		Medicare FICA payments			$0.00	$322.44		
FY2026 Annual (FY26 Amended Budget)	5151000:Group Insurance	211133 Sheriff Corrections	1101 General Fund		County Paid Health Insurance Premiums			$0.00	$2,312.00		
FY2026 Annual (FY26 Amended Budget)	5100000:Salaries and Wages	211133 Sheriff Corrections	1101 General Fund		Salaries and Wages			$0.00	$22,237.00		
FY2026 Annual (FY26 Amended Budget)	5155000:Unemployment	211131 Identification Division	1101 General Fund		Unemployment Compensation			$27.19	$0.00		
FY2026 Annual (FY26 Amended Budget)	5154000:Deferred Compensation Plan	211131 Identification Division	1101 General Fund		Alternate Plan			$1,939.78	$0.00		
FY2026 Annual (FY26 Amended Budget)	5156000:Workers Compensation	211131 Identification Division	1101 General Fund		Worker's Compensation			$291.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5153000:Pension	211131 Identification Division	1101 General Fund		Pension			$2,934.26	$0.00		
FY2026 Annual (FY26 Amended Budget)	5152000:Payroll Tax Expense	211131 Identification Division	1101 General Fund		Medicare FICA payments			$358.44	$0.00		
FY2026 Annual (FY26 Amended Budget)	5151000:Group Insurance	211131 Identification Division	1101 General Fund		County Paid Health Insurance Premiums			$2,312.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5100000:Salaries and Wages	211131 Identification Division	1101 General Fund		Salaries and Wages			$24,720.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5155000:Unemployment	211101 Sheriff Administration	1101 General Fund		Unemployment Compensation			$17.60	$0.00		
FY2026 Annual (FY26 Amended Budget)	5154000:Deferred Compensation Plan	211101 Sheriff Administration	1101 General Fund		Alternate Plan			$1,255.36	$0.00		
FY2026 Annual (FY26 Amended Budget)	5156000:Workers Compensation	211101 Sheriff Administration	1101 General Fund		Worker's Compensation			$291.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5153000:Pension	211101 Sheriff Administration	1101 General Fund		Pension			$2,563.21	$0.00		

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5152000:Payroll Tax Expense	211101 Sheriff Administration	1101 General Fund		Medicare FICA payments			$231.97	$0.00		
FY2026 Annual (FY26 Amended Budget)	5151000:Group Insurance	211101 Sheriff Administration	1101 General Fund		County Paid Health Insurance Premiums			$2,312.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5100000:Salaries and Wages	211101 Sheriff Administration	1101 General Fund		Salaries and Wages			$15,998.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5130000:Overtime	211133 Sheriff Corrections	1101 General Fund		Overtime			$95.35	$0.00		
FY2026 Annual (FY26 Amended Budget)	5155000:Unemployment	212101 Sheriff - Administration Civilian Staff	1101 General Fund		Unemployment Compensation			$0.00	$18.66		

FY26 Sheriff's Office Personnel Changes 07.06 (Prorated).pdf

File Name FY26 Sheriff's Office Personnel Changes 07.06 (Prorated).pdf
Content Type application/pdf
Updated By Lee Clemmer
Upload Date 06/26/2026 10:38:31 AM
Comment

FY26 Sheriff's Office Personnel Changes 07.06 (By Division).pdf

File Name FY26 Sheriff's Office Personnel Changes 07.06 (By Division).pdf
Content Type application/pdf
Updated By Lee Clemmer
Upload Date 06/26/2026 10:38:31 AM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	06/24/2026 03:12:27 PM	06/25/2026	Lee Clemmer	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	06/24/2026 03:15:34 PM		Joselyne Delgado (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		06/25/2026		0	

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	06/25/2026 10:32:07 AM		Lauren Swift (Payroll Accountant)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	06/25/2026 10:47:25 AM	06/27/2026	Clayton Pope (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	06/25/2026 03:07:45 PM	06/27/2026	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Sent Back	06/26/2026 09:46:52 AM	06/27/2026	Sergio Cruz (Finance Executive)	1	Send Back Reason from Sergio Cruz: Returned as requested - RG
Budget Amendment Event	Budget Amendment Event	Submitted	06/26/2026 10:38:32 AM	06/25/2026	Lee Clemmer	1	
Budget Amendment Event	Approval by Budget Specialist	Awaiting Action			Christian Monterrubio (Budget Specialist)	6	
					Edith Lawson-Jefferson [C] (Budget Specialist)		
					Joselyne Delgado (Budget Specialist)		
					Karla Gutierrez (Budget Specialist)		
					Kenneth Peters (Budget Specialist)		

Diana Huallpa 06.26.2026

FY26 Sheriff's Office Personnel Changes (Prorated Amounts)

Deletions

Fund	Cost Center	Position Title	Position Number	Grade	Salary	Requested Position Title	Requested Grade	Requested Salary	Salary Change	Prorated Salary Change	Prorated Group Health	Prorated Medicare	Prorated TCDRS	Prorated Worker's Compensation	Prorated AUL	Prorated Unemployment	Prorated Total:
1101	211101	Major - Reserves	P100141	0	23,094.00	-	-	-	(23,094.00)	(5,596.00)	-	(81.14)	-	-	(439.12)	(6.16)	(6,122.42)
1101	211133	Sgt- Corrections	P100187	0 (hourly)	91,768.00	-	-	-	(91,768.00)	(22,237.00)	(2,312.00)	(322.44)	(2,639.53)	(291.00)	(1,744.94)	(24.46)	(29,571.37)
1101	212101	Administrative Coordinator - S. O.	P100263	116 (Hourly)	58,125.00	-	-	-	(58,125.00)	(14,085.00)	(2,312.00)	(204.23)	(1,671.89)	(291.00)	(1,105.25)	(15.49)	(19,684.87)
1101	212101	Mail Service Clerk	2111330010	105	33,711.00	-	-	-	(33,711.00)	(8,169.00)	(2,312.00)	(118.45)	(969.66)	(291.00)	(641.02)	(8.99)	(12,510.12)
Deletions Total:																	**(67,888.77)**

Reclassifications

Fund	Cost Center	Position Title	Position Number	Grade	Salary	Requested Position Title	Requested Grade	Requested Salary	Salary Change	Prorated Salary Change	Prorated Group Health	Prorated Medicare	Prorated TCDRS	Prorated Worker's Compensation	Prorated AUL	Prorated Unemployment	Prorated Total:
1101	211131	Digital Support Analyst	2111310012	116 (Hourly)	54,441.48	Senior Digital Support Analyst	118.00	61,457.00	7,015.52	1,700.00	-	24.65	201.79	-	133.40	1.87	2,061.71
1101	212101	Administrative Coordinator - S. O.	P100121	116 (Hourly)	54,150.99	Senior Administrative Coordinator II	120.00	64,530.00	10,379.01	2,515.00	-	36.47	298.53	-	197.35	2.77	3,050.12
1101	212101	Senior Digital Support Analyst	P100100	118 (Hourly)	63,240.00	Analyst Records Manager	123.00	74,702.00	11,462.00	2,778.00	-	40.28	329.75	-	217.99	3.06	3,369.08
1101	211101	Nuisance Abatement/Gamero om Officer	2930100001	119	80,885.00	Investigator		90,000.00	9,115.00	2,209.00	-	32.03	262.21	-	173.34	2.43	2,679.01
Reclassifications Total:																	**11,159.91**

Creations

Fund	Cost Center	Requested Position Title	Position Number	Requested Grade	Requested Salary	Prorated Salary	Prorated Group Health	Prorated Medicare	Prorated TCDRS	Prorated Worker's Compensation	Prorated AUL	Prorated Unemployment	Prorated Total:
1101	211131	Sergeant	TBD	-	95,000.00	23,020.00	2,312.00	333.79	2,732.47	291.00	1,806.38	25.32	30,520.97
1101	211101	Deputy IV	TBD	-	80,000.00	19,385.00	2,312.00	281.08	2,301.00	291.00	1,521.14	21.32	26,112.55
Creations Total:													**56,633.51**

Deletions Total:	(67,888.77)
Reclassifications Total:	11,159.91
Creations Total:	56,633.51
Total:	(95.35)

FY26 Sheriff's Office Personnel Changes by Division (Prorated Amounts)

Fund	Cost Center	Position Title	Position Number	Grade	Salary	Requested Position Title	Requested Grade	Requested Salary	Salary Change	5100000 Prorated Salary Change	5151000 Prorated Group Health	5152000 Prorated Medicare	5153000 Prorated TCDRS	5156000 Prorated Worker's Compensation	5154000 Prorated AUL	5155000 Prorated Unemployment	Prorated Total
211101 Sheriff Administration - Deletions																	
1101	211101	Major - Reserves	P100141	0	23,094.00	-	-	-	(23,094.00)	(5,596.00)	-	(81.14)	-	-	(439.12)	(6.16)	(6,122.42)
211101 Sheriff Administration - Creations																	
1101	211101	-	TBD	-	-	Deputy III	TBD	75,000.00	75,000.00	19,385.00	2,312.00	281.08	2,301.00	291.00	1,521.14	21.32	26,112.55
211101 Sheriff Administration - Reclassification																	
1101	211101	Nuisance Abatement/Gameroom Officer	2930100001	119	80,885.00	Investigator		90,000.00	9,115.00	2,209.00	-	32.03	262.21	-	173.34	2.43	2,679.01
211101 Sheriff Administration Total:										**15,998.00**	**2,312.00**	**231.97**	**2,563.21**	**291.00**	**1,255.36**	**17.60**	**22,669.14**
211131 Sheriff Identification Division - Reclassifications																	
1101	211131	Digital Support Analyst	2111310012	116 (Hourly)	54,441.48	Senior Digital Support Analyst	118	61,457.00	7,015.52	1,700.00	-	24.65	201.79	-	133.40	1.87	2,061.71
211131 Sheriff Identification Division - Creations																	
1101	211131	-	TBD	-	-	Sergeant	TBD	95,000.00	95,000.00	23,020.00	2,312.00	333.79	2,732.47	291.00	1,806.38	25.32	30,520.97
211131 Sheriff Identification Division Total:										**24,720.00**	**2,312.00**	**358.44**	**2,934.26**	**291.00**	**1,939.78**	**27.19**	**32,582.67**
211133 Sheriff Corrections Division - Deletions																	
1101	211133	Sgt- Corrections	P100187	0 (hourly)	91,768.00	-	-	-	(91,768.00)	(22,237.00)	(2,312.00)	(322.44)	(2,639.53)	(291.00)	(1,744.94)	(24.46)	(29,571.37)
211133 Sheriff Corrections Divisions Total:										**(22,237.00)**	**(2,312.00)**	**(322.44)**	**(2,639.53)**	**(291.00)**	**(1,744.94)**	**(24.46)**	**(29,571.37)**
212101 Sheriff Administration Civilian Staff - Deletions																	
1101	212101	Administrative Coordinator - S. O.	P100263	116 (Hourly)	58,125.00	-	-	-	(58,125.00)	(14,085.00)	(2,312.00)	(204.23)	(1,671.89)	(291.00)	(1,105.25)	(15.49)	(19,684.87)
1101	212101	Mail Service Clerk	2111330010	105	33,711.00	-	-	-	(33,711.00)	(8,169.00)	(2,312.00)	(118.45)	(969.66)	(291.00)	(641.02)	(8.99)	(12,510.12)
212101 Sheriff Administration Civilian Staff - Reclassifications																	
1101	212101	Administrative Coordinator - S. O.	P100121	116 (Hourly)	54,150.99	Senior Administrative Coordinator II	120	64,530.00	10,379.01	2,515.00	-	36.47	298.53	-	197.35	2.77	3,050.12
1101	212101	Senior Digital Support Analyst	P100100	118 (Hourly)	63,240.00	Analyst Records Manager	123	74,702.00	11,462.00	2,778.00	-	40.28	329.75	-	217.99	3.06	3,369.08
212101 Sheriff Administration Civilian Staff Total:										**(16,961.00)**	**(4,624.00)**	**(245.93)**	**(2,013.27)**	**(582.00)**	**(1,330.93)**	**(18.66)**	**(25,775.79)**

211101 Sheriff Administration	22,669.14
211131 Sheriff Identification Division	32,582.67
211133 Sheriff Corrections Division	(29,571.37)
212101 Sheriff Administration Civilian Staff	(25,775.79)
Total:	**(95.35)**

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*48.

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

26-144-0706-F
District Attorney- Request transfer from Various Cost Centers - Various Spend Categories to General Fund - Budgeted Reserves to fund personnel adjustments.

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	6/29/26 10:31 am

View Budget Amendment: Budget Amendment: FY2026 - Annual Budget Detail on 07/06/2026 : BAT-0000722

Company	The County of Galveston
Plan Template	Annual Budget Detail : FY26 Amended Budget
Plan	FY26 Amended Budget
Organizing Dimension Type	
Amendment ID	BAT-0000722
Amendment Date	07/06/2026
Description	26-144-0706-F; Request transfer from Various Cost Centers - Various Spend Categories to General Fund - Budgeted Reserves to fund personnel adjustments.
Amendment Type	Budget Transfer
Balanced Amendment	Yes
Entry Type	Amended
Status	In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5100000:Salaries and Wages	225100 District Attorney's Office – Law Enforcement	1101 General Fund		Salaries and Wages			$3,207.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5155000:Unemployment	127100 District Attorney	1101 General Fund		Unemployment Compensation			$0.00	$18.00		
FY2026 Annual (FY26 Amended Budget)	5154000:Deferred Compensation Plan	127100 District Attorney	1101 General Fund		Alternate Plan			$0.00	$1,223.00		
FY2026 Annual (FY26 Amended Budget)	5156000:Workers Compensation	127100 District Attorney	1101 General Fund		Worker's Compensation			$0.00	$291.00		
FY2026 Annual (FY26 Amended Budget)	5153000:Pension	127100 District Attorney	1101 General Fund		Pension			$0.00	$1,850.00		
FY2026 Annual (FY26 Amended Budget)	5152000:Payroll Tax Expense	127100 District Attorney	1101 General Fund		Medicare FICA payments			$0.00	$227.00		
FY2026 Annual (FY26 Amended Budget)	5151000:Group Insurance	127100 District Attorney	1101 General Fund		County Paid Health Insurance Premiums			$0.00	$2,312.00		
FY2026 Annual (FY26 Amended Budget)	5100000:Salaries and Wages	127100 District Attorney	1101 General Fund		Salaries and Wages			$0.00	$15,579.00		

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1101 General Fund		Budgeted Reserves			$17,609.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5155000:Unemployment	225100 District Attorney's Office – Law Enforcement	1101 General Fund		Unemployment Compensation			$4.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5154000:Deferred Compensation Plan	225100 District Attorney's Office – Law Enforcement	1101 General Fund		Alternate Plan			$252.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5153000:Pension	225100 District Attorney's Office – Law Enforcement	1101 General Fund		Pension			$381.00	$0.00		
FY2026 Annual (FY26 Amended Budget)	5152000:Payroll Tax Expense	225100 District Attorney's Office – Law Enforcement	1101 General Fund		Medicare FICA payments			$47.00	$0.00		

District Attorney Personnel Breakdown.pdf

File Name District Attorney Personnel Breakdown.pdf
Content Type application/pdf
Updated By Lee Clemmer
Upload Date 06/25/2026 08:23:35 AM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	06/25/2026 09:30:52 AM	06/26/2026	Lee Clemmer	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	06/25/2026 09:33:42 AM		Joselyne Delgado (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		06/26/2026		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	06/25/2026 10:25:52 AM		Lauren Swift (Payroll Accountant)	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	06/25/2026 12:34:51 PM	06/27/2026	Zonia Wilturner-Smith (Cost Center Manager)	1	

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Budget Manager	Approved	06/25/2026 03:04:42 PM	06/27/2026	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		06/27/2026	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

Department Name:	Fund Cost Center:
District Attorney	1101127100

Current Position Title	PSN	Current Salary	New Salary	Change in Salary	Comment
Fraud Examiner (G-119)	1271000043	$64,291.00	$0.00	-$64,291.00	Deletion
		$ 64,291.00	$ -	$ (64,291.00)	

Start Date	7/6/2026
End of Fiscal Year	9/30/2026
Net Work Days	63

Object Code Name	Object Code Account	FY26 Prorated Amounts
Salary	5100000	(15,579.00)
County Paid Health Ins Premium	5151000	(2,312.00)
Medicare FICA Payments	5152000	(227.00)
TCDRS	5153000	(1,850.00)
Worker's Compensation	5156000	(291.00)
Alternate Plan	5154000	(1,223.00)
Unemployment	5155000	(18.00)
	FY 2026 Fiscal Impact	(21,500.00)

FY 2027 Fiscal Impact
(88,712.00)

Department Name:	Fund Cost Center:
District Attorney's Office - Law Enforcement	1101225100

Current Position Title	PSN	Current Salary	Requested Position Title	New Salary	Change in Salary	Comment
Investigator - DA (G-322)	1271000094	$91,768.00	Financial Crimes Examiner	$105,000.00	$13,232.00	Reclassification
		$ 91,768.00		$ 105,000.00	$ 13,232.00	

Start Date	7/6/2026
End of Fiscal Year	9/30/2026
Net Work Days	63

Object Code Name	Object Code Account	FY26 Prorated Amounts
Salary	5100000	3,207.00
County Paid Health Ins Premium	5151000	-
Medicare FICA Payments	5152000	47.00
TCDRS	5153000	381.00
Worker's Compensation	5156000	-
Alternate Plan	5154000	252.00
Unemployment	5155000	4.00
	FY 2026 Fiscal Impact	3,891.00

FY 2027 Fiscal Impact
16,049.00

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
49.

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

Consideration to award RFP 26-097, Grant Program Management

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	6/25/26 1:45 pm

THE COUNTY OF GALVESTON

FRANK RODRIGUEZ
PURCHASING AGENT

ASHLEY CLARK
ASST. PURCHASING AGENT

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

July 6, 2026

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

RE: RFP 26-097, Grant Program Management

Gentlemen,

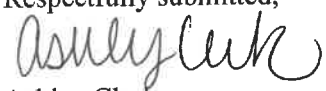
Proposals for RFP 26-097, Grant Program Management were opened on May 29, 2026. Twelve (12) submittals were received from the following companies:

• Hunt, Guillot & Associates, LLC	Ruston, LA
• ELOS Environmental, LLC	Hammond, LA
• FSH Technologies	Philadelphia, PA
• Mother Daughter ISH	Katy, TX
• Jaheyla Jones dba Tempeaze Staffing, Inc.	Valley VLG, CA
• Gary R. Traylor & Associates, Inc.	Tyler, TX
• Witt O'Brien's LLC	Houston, TX
• Maywell Solutions	Aubrey, TX
• MPACT Strategic Consulting, LLC	Houston, TX
• GrantWorks, Inc.	Austin, TX
• Hyer Investments, LLC	Butler, WI
• Brockman Strategy Group (BSG)	Round Rock, TX

After a thorough review of the submittal by the Evaluation Committee, and a Best and Final Offer (BAFO) performed with the top two rated vendors, Hunt, Guillot & Associates, LLC. received the best overall score and satisfied the RFP requirements.

Your consideration and approval of this award recommendation are respectfully requested.

Respectfully submitted,



Ashley Clark
Assistant Purchasing Agent
Galveston County

To:
Frank Rodriguez
Purchasing Agent
Galveston County
From:
Miriam Moran
Director of Grants Administration
Galveston County

Subject: Award Recommendation – RFP 26-097 Grant Program Management Services (GLO Regional Mitigation Program)

Dear Frank Rodriguez,

Following the completion of the competitive evaluation process for RFP 26-097 – Grant Program Management of the GLO Regional Mitigation Program, the Review Committee has concluded its scoring, interviews, and Best and Final Offer (BAFO) review. After careful consideration, Hunt, Guillot & Associates, LLC (HGA) is recommended for award of the contract.

This recommendation is supported by the following key findings:

• Strong Technical Approach – HGA demonstrated a clear and comprehensive understanding of the GLO's requirements for CDBG-MIT program administration. Their approach to environmental review, procurement support, project tracking, and schedule management reflects deep familiarity with GLO processes and federal compliance standards.

• Relevant Experience & Capacity – HGA provided substantial evidence of prior successful performance administering complex mitigation and disaster-recovery programs within Texas. Their familiarity with regional priorities and their established project management systems positions them to effectively support Galveston County.

• Effective Grant File and Compliance Management – Their proposed digital grant file structure and workflow oversight tools are expected to support audit-ready documentation throughout the life of the program.

• Competitive BAFO Submission – HGA submitted a clear, detailed, and competitive Best and Final Offer. Their pricing structure is reasonable, well-justified, and aligned with anticipated program needs.

• Successful Interview Presentation – During the BAFO meeting, HGA responded thoroughly to all County questions, demonstrated readiness to mobilize, and effectively presented their project management and communication strategy.

Based on the totality of scoring, qualifications, pricing, and committee consensus, Hunt, Guillot & Associates, LLC is the most advantageous proposer for Galveston County and is therefore recommended for award.

Thank you for your consideration.

Sincerely,
Miriam Moran
Director of Grants Administration
Galveston County

Scoring Summary

Active Submissions

	Total	Tab 1	Tabs 2 and 4	Tab 3	Tab 5 and 6
Supplier	**/ 100 pts**	**/ 5 pts**	**/ 23 pts**	**/ 23 pts**	**/ 8 pts**
Hunt, Guillot & Associates, LLC	92.67 pts	4.667 pts	21.67 pts	22 pts	7.667 pts
Traylor & Associates, Inc.	91 pts	4.667 pts	22 pts	21.33 pts	7.667 pts
GrantWorks	87.67 pts	4.667 pts	19.67 pts	20.33 pts	7 pts
MPACT Strategic Consulting, LLC	87.33 pts	4.333 pts	20 pts	21 pts	7 pts
Witt O'Brien's LLC	83.33 pts	4.333 pts	19.67 pts	21.33 pts	6 pts
Elos Environmental,	80.33 pts	4.667 pts	19.67 pts	19.33 pts	6.667 pts

	Total	Tab 1	Tabs 2 and 4	Tab 3	Tab 5 and 6
Supplier	**/ 100 pts**	**/ 5 pts**	**/ 23 pts**	**/ 23 pts**	**/ 8 pts**
LLC					
Maywell Solutions	65.67 pts	3.667 pts	14.67 pts	16 pts	7 pts
Hyer Enterprise Group	49.33 pts	3.667 pts	12.33 pts	15.33 pts	7 pts
FSH Tech	25.67 pts	2 pts	4.667 pts	6.667 pts	1.333 pts
Tempeaze Staffing Inc.	21.67 pts	1.667 pts	4.667 pts	3.667 pts	5.667 pts
Mother Daughter ISH	20.67 pts	2.667 pts	3.333 pts	7.333 pts	0 pts
BSG Brockman Strategy Group, LLC	18.67 pts	1.333 pts	4.333 pts	5.667 pts	1 pts

	Tab 7	Tab 8	Tab 9	Tab 10

Supplier	/ 23 pts	/ 10 pts	/ 8 pts	Pass/Fail
Hunt, Guillot & Associates, LLC	21 pts	9.667 pts	6 pts	Pass
Traylor & Associates, Inc.	18.33 pts	9.333 pts	7.667 pts	Pass
GrantWorks	19.67 pts	9.333 pts	7 pts	Pass
MPACT Strategic Consulting, LLC	19.33 pts	9.333 pts	6.333 pts	Pass
Witt O'Brien's LLC	18 pts	9.333 pts	4.667 pts	Pass
Elos Environmental, LLC	18 pts	5.667 pts	6.333 pts	Pass
Maywell Solutions	16.33 pts	5 pts	3 pts	Pass
Hyer Enterprise Group	7.667 pts	2.333 pts	1 pts	Mixed
FSH Tech	8 pts	0.66667 pts	2.333 pts	Mixed

	Tab 7	Tab 8	Tab 9	Tab 10
Supplier	**/ 23 pts**	**/ 10 pts**	**/ 8 pts**	**Pass/Fail**
Tempeaze Staffing Inc.	4.333 pts	1 pts	0.66667 pts	Mixed
Mother Daughter ISH	6 pts	0 pts	1.333 pts	Fail
BSG Brockman Strategy Group, LLC	4 pts	0 pts	2.333 pts	Fail

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
50.

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

Consideration to award RFP 26-091, Galveston County Mid County Annex Renovations

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	6/25/26 1:55 pm

THE COUNTY OF GALVESTON

FRANK RODRIGUEZ
PURCHASING AGENT

ASHLEY CLARK
ASST. PURCHASING AGENT

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

July 6, 2026

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

RE: RFP 26-091, Galveston County Mid County Annex Renovations

Gentlemen,

Proposals for RFP 26-091, Galveston County Mid County Annex Renovations were opened on May 21, 2026. Eight (8) submittals were received from the following companies:

• E. Contractors USA, LLC	Sugar Land, TX
• FMG Construction Group, LLC	Houston, TX
• J.W. Kelso Company, Inc.	Galveston, TX
• Nash Industries, Inc.	Houston, TX
• The Trevino Group, Inc.	Galveston, TX
• TUCON, LLC	League City, TX
• Construction Masters of Houston, Inc.	Pearland, TX
• Boujourne Builds, LLC	League City, TX

After a thorough review of the submittal by the Evaluation Committee, and a Best and Final Offer (BAFO) performed with the top two rated vendors, TUCON, LLC. received the best overall score and satisfied the RFP requirements.

Your consideration and approval of this award recommendation are respectfully requested.

Respectfully submitted,

Ashley Clark
Assistant Purchasing Agent
County of Galveston

DEPARTMENT OF ENTERPRISE SERVICES

MISTY WITMER, CGCIO *Director/Chief Information Officer*

Chris Martinez, Deputy Chief Information Officer
Mark Garcia, Assistant Facilities Director

DATE: 6/24/2026

TO: Frank Rodriguez, Purchasing Agent

FROM: Misty Witmer, Director/Chief Information Officer mhw

SUBJECT: RFP26-091 Mid-County Annex Renovations

MEMO:

The review committee for the Mid-County Annex Renovations RFP26-091 carefully rated eight responses. The committee members have scored and selected TUCON LLC, Unbehagen Construction as the intended award recipient.

I wish to thank all committee members for dedicating their time and effort throughout this process.

722 Moody Ave.
Galveston, TX 77550

Scoring Summary

Active Submissions

	Total	Category 1	Category 2	Category 3	Category 4
Supplier	**/ 100 pts**	**/ 35 pts**	**/ 30 pts**	**/ 20 pts**	**/ 10 pts**
TUCON, LLC dba Unbehagen Construction	94 pts	33.25 pts	30 pts	19.5 pts	8.75 pts
J. W. Kelso Company, Inc.	91.75 pts	34.5 pts	23.5 pts	18.75 pts	10 pts
Construction Masters of Houston	87.3 pts	33.25 pts	23.3 pts	16.5 pts	9.25 pts
The Trevino Group	86.35 pts	33.5 pts	21.1 pts	17.75 pts	9.25 pts
Nash Industries Inc.	84.9 pts	31.75 pts	23.4 pts	16.25 pts	9 pts

	Total	Category 1	Category 2	Category 3	Category 4
Supplier	**/ 100 pts**	**/ 35 pts**	**/ 30 pts**	**/ 20 pts**	**/ 10 pts**
E Contractors USA LLC	83.55 pts	32 pts	23.3 pts	16.25 pts	9.75 pts
FMG Construction Group, LLC	73.45 pts	25.25 pts	27.2 pts	12.5 pts	7.25 pts
Boujourne Builds, LLC	64.15 pts	19.25 pts	27.4 pts	8.75 pts	5 pts

	Category 5
Supplier	**/ 5 pts**
TUCON, LLC dba Unbehagen Construction	2.5 pts
J. W. Kelso Company, Inc.	5 pts

	Category 5
Supplier	**/ 5 pts**
Construction Masters of Houston	5 pts
The Trevino Group	4.75 pts
Nash Industries Inc.	4.5 pts
E Contractors USA LLC	2.25 pts
FMG Construction Group, LLC	1.25 pts
Boujourne Builds, LLC	3.75 pts

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
b.51.

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

Cause No. 3:22-CV-0057; Honorable Terry Petteway et al vs. Galveston County, TX et al, in the United States District Court for the Southern District of Texas, Galveston Division

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	6/29/26 4:53 pm

Docusign Envelope ID: F586C845-F242-86A1-80E2-4E34A82A0B72

MOTOROLA SOLUTIONS

CHANGE ORDER

[Project USTX23D187SW CCO 002]

Change Order Number:	002
Date:	6/16/26
Project Name and Number:	USTX23D187SW Galveston County P1 Suite & JMS
Customer Name:	Galveston County
Customer Project Mgr:	Imtiyaz Moledina

The purpose of this Change Order is to document the parties' agreement to the changes in Project Scope, as further described herein.

Contract Project Identifier (Name or Number): RFP #B231018 **Contract Date:** 12/11/2023

In accordance with the terms and conditions of the contract identified above between Galveston County, Texas and Motorola Solutions, Inc., the following changes are approved:

Contract Price* Adjustments

Original Contract Price:	5,966,316
Previous Change Order amounts for Change Order numbers [00] through [01]:	$ 0
This Change Order:	$ 0
Contract Credit (If Applicable):	$ 0
New Contract Price:	5,966,316

***"Contract Price" does not include taxes.**

Completion Date Adjustments

Original Completion Date:	N/A
Current Completion Date prior to this Change Order:	N/A
New Completion Date:	N/A

Docusign Envelope ID: F586C845-F242-86A1-80E2-4E34A82A0B72

MOTOROLA SOLUTIONS

CHANGE ORDER

[Project USTX23D187SW CCO 002]

Equipment Changes: *(additions, deletions or modifications)* Include attachments if needed.

- N/A no changes

Scope of Work Changes: *(additions, deletions or modifications)* Include attachments if needed.

The parties agree to the following changes to Exhibit 1: System Description - Revised, Table 2-3: System Interfaces, included in Section 2.1.6 (System Interfaces):

Additions:

- The following interfaces are added to the interfaces to be included in the System
  - CorEMR for Flex Jail - QTY 1 (Production and DR)
  - Canteen Commissary for Flex Jail - QTY 1 (Production and DR)
  - CAD Correlation (Watchguard Tagging) - QTY 1 (Production and DR)
  - Incode for PremierOne Records- QTY 1 (Production and DR)
  - Odyssey Arrest Interface for Flex Jail Enhancement
    (Addition of a checkbox to meet a workflow request)

Deletions:

- The following interfaces are deleted from the interfaces to be included in the System:
  - External Query - QTY 1
  - Leads Online - QTY 1
  - Guard1 for Flex Jail - QTY 1

The parties agree to increase the number of configurations available in Exhibit 2: Statement of Work - Revised, Section 4.11.2 (Country-Specific Module Discovery) from 500 configurations total to include 200 additional PremierOne RMS A.C.T. Configurations, for an amount not to exceed 700 configurations total.

SUA/Support Service Changes: *(additions, deletions or modifications)* Include attachments if needed. Must be completed by Project CSM.

- N/A no changes

Schedule Changes: *(describe change or N/A)*

The parties acknowledge that the changes outlined in this Change Order #002 may impact the Project Schedule. The parties agree to regularly monitor impacts to the Project Schedule and to make reasonable efforts to reduce the overall impact to the project completion date.

Contract Price Changes: *(describe change or N/A)*

The parties agree to the following **Contract Price Changes**:

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Additions	
Contract Section 4.15 Interfaces and Integration: • CorEMR for Flex Jail • Canteen Commissary for Flex Jail • Canteen Commissary Licensing from Accelerant Group • CAD Correlation - Watchguard Tagging • Incode Interface for PremierOne Records • Odyssey Arrest Interface for Flex Jail Enhancement (Addition of a checkbox to meet a workflow request) Contract Section 4.11.2 County-Specific Module discovery: • 200 Extra RMS A.C.T. Configurations	 • $0 • $4,176 • $10,000 • $0 • $17,165 • $0 • $13,202
Contract Section 4.15 Interfaces and Integration Maintenance Summary Pricing • CorEMR for Flex Jail - 5 years • Canteen Commissary for Flex Jail - 5 years • CAD Correlation - Watchguard Tagging - 5 years • Incode Interface for PremierOne Records - 5 years	 • $0 • $1,847 • $0 • $16,578
Summary of Additions	
Contract Section 4.15 TOTAL	$44,543
Contract Section 4.15 Maintenance Summary Pricing TOTAL	$18,425
Additions TOTAL	**$62,968**
Deletions	
Contract Section 4.15 Interfaces and Integration: • External Query • Leads Online • Incode Interface for PremierOne Records Discount • Guard1 Interface for Flex Jail Contract section 4.11.2 County-Specific Module discovery: • 200 Extra RMS A.C.T. Configurations (MSI Discount)	 • -$25,552 • -$0 • -$7,636 • -$0 • -$13,202
Contract Section 4.15 Interfaces and Integration Maintenance Summary Pricing: • External Query - 5 Years • Leads Online - 5 Years • Guard1 Interface for Flex Jail - 5 Years	 • -$16,578 • -$0 • -$0

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Summary of Deletions	
Contract Section 4.15 Pricing TOTAL	-$46,390
Contract Section 4.15 Maintenance Summary Pricing TOTAL	-$16,578
Deletions TOTAL	**-$62,968**
Additions TOTAL	**$62,968**
Deletions TOTAL	**-$62,968**
Net Change Order TOTAL	**$0**

Customer Responsibilities: *(describe change or N/A)*

N/A no changes

Payment Schedule for this Change Order:
(Describe new payment terms applicable to this change order)

N/A

Purchase Order Requirements for this Change Order (select only one).

- ☐ A Purchase Order is required - included with this change order and is attached.
- ☐ No Purchase Order is required - Customer affirms that this change order document is the only notice to proceed required, that funding has been encumbered for this change order in its entirety, and that no further purchase orders will be issued against this change order,
- ☑ No Purchase Order required - this is a $0 Change Order, or a decrease in scope.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

Docusign Envelope ID: F586C845-F242-86A1-80E2-4E34A82A0B72

MOTOROLA SOLUTIONS

CHANGE ORDER

[Project USTX23D187SW CCO 002]

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola Solutions, Inc.		**Customer**	
By:	LB	By:	
Printed Name:	Lori Bryson	Printed Name:	
Title:	Regional Service Manager	Title:	
Date:	June 16, 2026	Date:	

Reviewed by: Travis Dillingham Date: 6/12/26
Motorola Solutions Project Manager

Table A: Contract Price Adjustment History Summary

	Change Order Net Change of Contract Value	Contract Value	Change Order Credit Contract Net Change	Total Contract Credit	CO Status
Original Contract		$5,966,316	$0	$0	N/A
CCO 001	$ 0	$5,966,316	$0	$0	Approved
CCO 002	$ 0	$5,966,316	$0	$0	This Change Order

Docusign Envelope ID: 8A60841B-52D5-8431-83C7-8ED96D477596

COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

MSA ID#: TX-34649774-KHitc **SO ID#:** TX-34649774-KHitc-30658086 **Account Name:** County of Galveston - SOTX DIR

CUSTOMER INFORMATION (for notices)

Primary Contact:	Chris Martinez
Title:	
Address 1:	PO Box 13564
Address 2:	Department of Information Resources
City:	Austin
State:	TX
Zip:	78711
Phone:	(713) 443-0391
Cell:	
Fax:	
Email:	chris.martinez@galvestoncountytx.gov

Billing Account Name	Department of Information Resources
Billing Name (3rd Party Accounts)	
Billing Contact:	Chris Martinez
Title:	
Phone:	(713) 443-0391
Cell:	
Fax:	
Email:	chris.martinez@galvestoncountytx.gov

INVOICE ADDRESS

Address 1:	PO Box 13564
Address 2:	
City:	Austin
State:	TX
Zip Code:	78711
Tax Exempt:	Yes

* If Yes, please provide and attach all applicable tax exemption certificates

CKR Number:

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): **36**

SUMMARY OF SERVICE CHARGES*

Current Monthly Recurring Charges:	$0.00
Current Trunk Services Monthly Recurring Charges:	$0.00
Total Current Monthly Recurring Charges (all Services):	**$0.00**
Change Monthly Recurring Charges:	$441.28
Change Trunk Services Monthly Recurring Charges:	$0.00
Change Monthly Recurring Charges (all Services):	**$441.28**
Total Monthly Recurring Charges:	$441.28
Total Trunk Services Monthly Recurring Charges:	$0.00
Total Monthly Recurring Charges (all Services):	**$441.28**

SUMMARY OF STANDARD INSTALLATION FEES*

Total Standard Installation Fees:	$0.00
Total Trunk Services Standard Installation Fees:	$0.00
Total Standard Installation Fees (all Services):	**$0.00**

SUMMARY OF CUSTOM INSTALLATION FEES*

Total Custom Installation Fee:	**$0.00**

SUMMARY OF MONTHLY EQUIPMENT FEES*

Current Services Equipment Fee Monthly Recurring Charges:	$0.00
Current Trunk Services Equipment Fee Monthly Recurring Charges:	$0.00
Current Equipment Fee Monthly Recurring Charges (All Services):	**$0.00**
Change Services Equipment Fee Monthly Recurring Charges:	$0.00
Change Trunk Services Equipment Fee Monthly Recurring Charges:	$0.00
Change Equipment Fee Monthly Recurring Charges (All Services):	**$0.00**
Total Service Equipment Fee Monthly Recurring Charges	**$0.00**
Total Trunk Service Equipment Fee Monthly Recurring Charges	**$0.00**
Total Equipment Fee Monthly Recurring Charges (All Services)	**$0.00**

GENERAL COMMENTS

Sales Order No.TX-34649774-KHitc-30658086 placed against the TEX_AN 2021 Communication Technology Service Agreement DIR Contract DIR-TELE-CTSA-010

AGREEMENT

CUSTOMER USE ONLY (by authorized representative)	COMCAST USE ONLY (by authorized representative)	
Signature:	Signature: Signed by: Michael J. Mazza	Sales Rep: Kenneth Orlaska
Name:	Name: Michael J. Mazza	Sales Rep E-Mail: kenneth_orlaska@cable.comcast.com
Title:	Title: Vice President	Region: Houston
Date:	Date: 6/12/2026	Division: West

Docusign Envelope ID: 8A60841B-52D5-8431-83C7-8ED96D477596

COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: County of Galveston - SOTX DIR **Date:** 6/3/2026

MSA ID#: TX-34649774-KHitc **SO ID#:** TX-34649774-KHitc-30658086

Short Description of Service:

Service Term: 36 MONTHS

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
001	New	Add	Ethernet Network Interface - Gig E	Port	6607 EMMETT F LOWRY EXPY-C	-	Intrastate	1	$145.60	$0.00
002	New	Add	ENS - Basic Network Bandwidth	100 Mbps	6607 EMMETT F LOWRY EXPY-C	-	Intrastate	1	$295.68	$0.00
003	-	-			-	-			$0.00	$0.00
004	-	-			-	-			$0.00	$0.00
005	-	-			-	-			$0.00	$0.00
006	-	-			-	-			$0.00	$0.00
007	-	-			-	-			$0.00	$0.00
008	-	-			-	-			$0.00	$0.00
009	-	-			-	-			$0.00	$0.00
010	-	-			-	-			$0.00	$0.00
011	-	-			-	-			$0.00	$0.00
012	-	-			-	-			$0.00	$0.00
013	-	-			-	-			$0.00	$0.00
014	-	-			-	-			$0.00	$0.00
015	-	-			-	-			$0.00	$0.00
016	-	-			-	-			$0.00	$0.00
017	-	-			-	-			$0.00	$0.00
018	-	-			-	-			$0.00	$0.00
019	-	-			-	-			$0.00	$0.00
020	-	-			-	-			$0.00	$0.00
021	-	-			-	-			$0.00	$0.00
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025	-	-			-	-			$0.00	$0.00
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030	-	-			-	-			$0.00	$0.00
031	-	-			-	-			$0.00	$0.00
032	-	-			-	-			$0.00	$0.00
033	-	-			-	-			$0.00	$0.00
034	-	-			-	-			$0.00	$0.00
035	-	-			-	-			$0.00	$0.00
036	-	-			-	-			$0.00	$0.00
037	-	-			-	-			$0.00	$0.00
038	-	-			-	-			$0.00	$0.00
039	-	-			-	-			$0.00	$0.00
040	-	-			-	-			$0.00	$0.00
041	-	-			-	-			$0.00	$0.00
042	-	-			-	-			$0.00	$0.00
043	-	-			-	-			$0.00	$0.00
044	-	-			-	-			$0.00	$0.00
045	-	-			-	-			$0.00	$0.00
046	-	-			-	-			$0.00	$0.00
047	-	-			-	-			$0.00	$0.00
048	-	-			-	-			$0.00	$0.00
049	-	-			-	-			$0.00	$0.00
050	-	-			-	-			$0.00	$0.00

* Services Location Details attached Charges are Exclusive of Equipment Fees

PAGE 2 SUBTOTAL: $441.28 $0.00

Docusign Envelope ID: 8A60841B-52D5-8431-83C7-8ED96D477596

COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date: 6/3/2026 **MSA ID#:** TX-34649774-KHitc **SO ID#:** TX-34649774-KHitc-30658086 **Account Name:** County of Galveston - SOTX DIR

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)	CKR Number
1	6607 EMMETT F LOWRY E	6607 EMMETT F LOWRY EXP		TEXAS CITY	TX	77591	$0.00	Chris Martinez	(713) 443-0391	chris.martinez@galvestoncountytx.		
2	-											
3	-											
4	-											
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