GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
SPECIAL MEETING
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, September 15, 2025 **9:30 AM** **CALDER MEETING LOCATION**

174 Calder Rd., Room 100
League City, Texas 77573

SPECIAL MEETING

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

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

Call to Order

Invocation and Pledge of Allegiance

Public Comment

Consent Agenda

Submitted by the Auditor's Office:

***1.** Approval of the accounts payable checks dated 9/15/2025

***2.** Order for payroll ending 9/10/2025 bi-weekly #19

***3.** Order for supplemental payroll period ending 9/10/2025 bi-weekly #19

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

***5.** Receive and file Summary of Biweekly Personnel Movements pay period #18, August 14 – August 27, 2025, submitted by Human Resources

***6.** Receive and file the August 2025 Personal Bond/Collections Monthly Report submitted by Personal Bond/Collections

***7.** Receive and file District Attorney Financial Statement for October 1, 2024 to July 31, 2025 and authorize County Judge to sign Order Releasing Contraband Funds submitted by District Attorney

***8.** Receive and file the August 21, 2025 Order of the District Judges of Galveston County setting the salary of the official court reporters, effective October 1, 2025 submitted by the District Clerk

***9.** Receive and file the corrected water and wastewater capacity application for the City of La Marque for the new Mental Health Wellness Center at 1207 Oak St., La Marque, TX, superseding Item 17 on September 2, 2025, as submitted by Facilities

***10.** Consideration of approval of the County of Galveston District Attorney's Office Paid Internship for Law School Students Policy submitted by Human Resources

***11.** Consideration of a resolution recognizing September 20, 2025 as Texian Navy Day, submitted by County Judge

***12.** Consideration of approval of appointment to the Gulf Coast Center Board submitted by Commissioner, Precinct 4

***13.** Consideration of approval of appointment to the Gulf Coast Authority Board submitted by the County Judge

***14.** Consideration of authorization of the abatement of public nuisance submitted by the Sheriff's Office: 3826 Bayshore Dr. Bacliff, TX 77518

***15.** Consideration of authorization of the abatement of public nuisance submitted by the Sheriff's Office: 7501 Western Dr. Hitchcock, TX 77563

***16.** Consideration of authorization of the abatement of public nuisance submitted by the Sheriff's Office: 7513 Western Dr. Hitchcock, TX 77563

***17.** Consideration of authorizing the County Judge to execute proposal for SMP licenses for the BAS system with HVAC Mechanical Services of Texas LTD submitted by Facilities

***18.** Consideration of authorization for the County Judge to sign amendment of contract with Alert Alarms to provide labor & materials to install keypad for monitoring services at the old Medical Examiners building submitted by Facilities

***19.** Consideration for authorization to utilize HVAC Mechanical services of Texas LTD to provide labor & materials for BAS system upgrade for League City Annex as submitted by Facilities

***20.** Consideration of renewal of public official bonds for Constables Pct. 1 through Pct. 4 and the Sheriff's office submitted by Legal Services Manager

***21.** Consideration of authorization for the County Judge to sign contract for election services between Galveston County Municipal Utility District No.58 and the Galveston County Elections Division submitted by the County Clerk

***22.** Consideration of renewal of Mental Health Court Appointed Service contract with Christopher Johnsen submitted by the District Attorney

***23.** Consideration of renewal of Prosecutor Services contract with Ted Mora to represent the State in Justice of the Peace courts submitted by the District Attorney

***24.** Consideration of approval of Solarwinds Hybrid Cloud Observability Advanced Renewal with SHI Govt Solutions submitted by Information Technology

***25.** Consideration of approval of SymPro Investment Management subscription renewal with SymPro Treasury Management Solutions submitted by Information Technology

***26.** Consideration of approval of LexisNexis Master Prison Solutions Agreement for inmate legal online services submitted by Personal Bond/Collections

***27.** Consideration of approval of a contract with Recovery Monitoring Solutions for electronic online services submitted by Personal Bond/Collections

***28.** Consideration of approval of an Order Form with Thomson Reuters for West Proflex Patron Access Q-09537557 submitted by the Personal Bond/Collections

***29.** Consideration of approval of an Order Form with Thomson Reuters for West Complete Library Subscription Q-10117356 submitted by the Personal Bond/Collections

***30.** Consideration of approval of an Order Form with Thomson Reuters for West Proflex Q-09537283 Judges & Attorneys submitted by the Personal Bond/Collections

***31.** Consideration for authorization to re-solicit for cementitious slurry material submitted by the Interim Purchasing Agent

***32.** Consideration for authorization to re-solicit for asphalt, oils & emulsions submitted by the Interim Purchasing Agent

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

***34.** Consideration of acceptance of Petition to abandon a portion of Cedar Ave and adjacent alley in High Island, submitted by Platting & Right-of-Way

***35.** Consideration of authorizing the County Judge to execute a utility easement with Bolivar Peninsula Special Utility District for the replacement of waterlines along Hwy 87 as a result of the closure of Rollover Pass submitted by Platting & Right-of-Way

***36.** Consideration of authorizing the County Judge to execute a utility easement with Bolivar Peninsula Special Utility District for a waterline at the Rollover Pier Project submitted by Platting & Right-of-Way

***37.** Consideration of acceptance of FY 2025 Formula Grant award with special conditions from the Texas Indigent Defense Commission for partial reimbursement of expenses as submitted by Professional Services

***38.** Consideration of authorization for County Judge to sign five-year Beach Cleaning and Maintenance Assistance Program Interlocal Agreement No. 26-002-003 regarding annual reimbursement grants from the Texas General Land Office as submitted by Professional Services

***39.** Consideration of authorization for County Judge to sign resolution regarding annual county-funded grant to Interfaith Ministries of Greater Houston for home delivered senior meals as submitted by Professional Services

***40.** Consideration of authorization for County Judge to sign resolution regarding annual county-funded grant to the Bay Area Meals on Wheels for home delivered senior meals as submitted by Professional Services

***41.** Consideration of approval to cover personnel salary gap for grant-funded positions from the Office of the Governor as submitted by Professional Services

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

***42.** 25-176-0915-B
Adult Probation- Request from General Fund - Budgeted Reserves to Adult Probation - Various Line Items to fund benefit expenses for remainder of the fiscal year

***43.** 25-177-0915-C
Sheriff's Office - Request transfer from General Fund - Budgeted Reserves to Sheriff Warrants Division - Prisoner Extradition Travel to fund past and future extradition expenses

***44.** 25-178-0915-D
Sheriff's Office - Request transfer from General Fund - Budgeted Reserves to Sheriff's Office Corrections and ISDS - Various Spend Categories to fund personnel adjustments

***45.** 25-179-0915-E
District Court Administration- Request transfer within District Court Administration - Various Line Items to fund expenses for remainder of the fiscal year

Action Agenda

County Clerk

46. Consideration of approval to award Galveston County Bank Depository Contract

Purchasing

47. Consideration of awarding ITB 25-042 Inmate Clothing & Supplies

48. Consideration of approval of resultant contract for ITB 25-042, Inmate Clothing & Supplies with Victory Supply LLC submitted by the Juvenile Justice Department

49. Consideration of awarding RFP 25-054 Bayshore Park Boat Ramp

General Counsel

a. Break into Executive Session:

b. Executive Session:

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

b.50. D.S., EEOC Charge 460-2025-08579

b.51. A.M., EEOC Charge 460-2025-06649

b.52. 3:24-CV-00015; Alfy Mayes v Galveston County in the United States Court of Appeals for the 5th Circuit

b.53. MDL No. 2018-63587; In Re: Texas Opioid Litigation in the District Court of Harris County, in the 152nd Judicial District

c. Executive Session:

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

c.54. Director of Road & Bridge

d. Reconvene into Special Meeting

d.55. Consideration of Resolution Authorizing Approval of Proposed Texas Statewide Opioid Settlement Agreements submitted by Legal Services Manager

d.56. Consideration of authorizing Secondary Manufacturers' Combined Subdivision Participation and Release Form as a Participating Entity submitted by Legal Services Manager

d.57. Consideration of approval to appoint the Director of Road & Bridge

Adjourn

Workshop Agenda

58. Presentation of the new Blue Cross Blue Shield (BCBS) Keep Well Program submitted by Human Resources

Appearances before Commissioners Court

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

Executive Sessions

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

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GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*1.

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

Approval of the accounts payable checks dated 9/15/2025

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	9/4/25 6:16 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*2.

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

Order for payroll ending 9/10/2025 bi-weekly #19

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	9/4/25 4:46 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*3.

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

Order for supplemental payroll period ending 9/10/2025 bi-weekly #19

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	9/4/25 6:16 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*4.

722 Moody
County Courthouse
Galveston, TX 77550
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Receive and file the restitution checklist from Odyssey submitted by Personal Bond/Collections

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	9/3/25 4:03 pm

Settlement Run Information

Settlement Run	SR-0000212
Name	Odyssey
Number	SR-0000212
Status	Complete
Date	08/22/2025
Include Payments On Behalf Of	No
Exclude Negative Payments	Yes
Express Settlement	No

Additional Information

Organization	The County of Galveston
Currency	USD
Filters Used	

Payment Information

Display Currency	USD
Outbound Total	5,797.12
Inbound Total	0.00
Ad Hoc Payment Count	23

Payment Groups

Payment Groups

View	Category	Bank Account	Payment Type	Date	Payments	Amount	Currency	Business Process	Status
Ad Hoc Payment(Check) for Prosperity-Court Collections Odyssey 9911	Ad Hoc Payment	Prosperity-Court Collections Odyssey 9911	Check	08/22/2025	23	5,797.12	USD	Print Checks: Prosperity-Court Collections Odyssey 9911 for Ad Hoc Payment (Check) on 08/22/2025	Successfully Completed

Ad Hoc Payments

Ad Hoc Payment	Company	Payee	Payment Date	Payment Type	Transaction Reference	Payment Amount	Currency
Ad Hoc Payment: Tammara Lee Shy - 08/20/2025	The County of Galveston	Tammara Lee Shy	08/20/2025	Check	313264	233.60	USD
Ad Hoc Payment: ELEAZAR FLORES - 08/20/2025	The County of Galveston	ELEAZAR FLORES	08/20/2025	Check	313250	352.00	USD
Ad Hoc Payment: Emeterio Ocampo Gonzalez - 08/20/2025	The County of Galveston	Emeterio Ocampo Gonzalez	08/20/2025	Check	313252	1,000.00	USD

Ad Hoc Payment	Company	Payee	Payment Date	Payment Type	Transaction Reference	Payment Amount	Currency
Ad Hoc Payment: Walmart - 08/20/2025	The County of Galveston	Walmart	08/20/2025	Check	313268	200.00	USD
Ad Hoc Payment: NORMAN ELDARE RONDEAU - 08/20/2025	The County of Galveston	NORMAN ELDARE RONDEAU	08/20/2025	Check	313261	50.00	USD
Ad Hoc Payment: NATION UNION FIRE INS. CO. OF PITTSBURG, PA. - 08/20/2025	The County of Galveston	NATION UNION FIRE INS. CO. OF PITTSBURG, PA.	08/20/2025	Check	313260	1,895.00	USD
Ad Hoc Payment: Stacy Martin - 08/20/2025	The County of Galveston	Stacy Martin	08/20/2025	Check	313263	250.00	USD
Ad Hoc Payment: FAMILY DOLLAR - 08/20/2025	The County of Galveston	FAMILY DOLLAR	08/20/2025	Check	313253	20.00	USD
Ad Hoc Payment: Texas Department of Public Safety - 08/20/2025	The County of Galveston	Texas Department of Public Safety	08/20/2025	Check	313266	20.00	USD
Ad Hoc Payment: DPS Crime Lab - 08/20/2025	The County of Galveston	DPS Crime Lab	08/20/2025	Check	313249	35.00	USD
Ad Hoc Payment: HHSC-OFFICE OF INSPECTOR GENERAL - 08/20/2025	The County of Galveston	HHSC-OFFICE OF INSPECTOR GENERAL	08/20/2025	Check	313257	245.77	USD
Ad Hoc Payment: Elvis Sigueza - 08/20/2025	The County of Galveston	Elvis Sigueza	08/20/2025	Check	313251	100.00	USD
Ad Hoc Payment: Fraud prosecution Unit Texas Workforce Commisision Revenue & Trust Management - 08/20/2025	The County of Galveston	Fraud prosecution Unit Texas Workforce Commisision Revenue & Trust Management	08/20/2025	Check	313255	98.75	USD
Ad Hoc Payment: Fraud Prosecution Unit Texas Workforce Commision Revenue & Trust Managment - 08/20/2025	The County of Galveston	Fraud Prosecution Unit Texas Workforce Commision Revenue & Trust Managment	08/20/2025	Check	313254	301.00	USD
Ad Hoc Payment: Shirley Guidry - 08/20/2025	The County of Galveston	Shirley Guidry	08/20/2025	Check	313262	60.00	USD
Ad Hoc Payment: John Freeman Jr - 08/20/2025	The County of Galveston	John Freeman Jr	08/20/2025	Check	313258	100.00	USD
Ad Hoc Payment: Linda Curry Conway - 08/20/2025	The County of Galveston	Linda Curry Conway	08/20/2025	Check	313259	175.00	USD
Ad Hoc Payment: Texas Department of Safety Restitution Accounting - 08/20/2025	The County of Galveston	Texas Department of Safety Restitution Accounting	08/20/2025	Check	313267	60.00	USD
Ad Hoc Payment: Graber Family Partnership - 08/20/2025	The County of Galveston	Graber Family Partnership	08/20/2025	Check	313256	148.00	USD
Ad Hoc Payment: A-MED - 08/20/2025	The County of Galveston	A-MED	08/20/2025	Check	313247	50.00	USD
Ad Hoc Payment: BOLIVAR BARGE - 08/20/2025	The County of Galveston	BOLIVAR BARGE	08/20/2025	Check	313248	50.00	USD

Ad Hoc Payment	Company	Payee	Payment Date	Payment Type	Transaction Reference	Payment Amount	Currency
Ad Hoc Payment: Texas Department of Public Safety - 08/20/2025	The County of Galveston	Texas Department of Public Safety	08/20/2025	Check	313265	20.00	USD
Ad Hoc Payment: Advario North America LLC - 08/20/2025	The County of Galveston	Advario North America LLC	08/20/2025	Check	313246	333.00	USD

Remittance

Remittance

Process	Date	Remittance Events	
Print Checks: Prosperity-Court Collections Odyssey 9911 for Ad Hoc Payment (Check) on 08/22/2025	08/22/2025	0	

Process History

Settlement Run Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Settlement Run Event	Settlement Run Event	Step Completed	08/22/2025 01:59:53 PM	08/23/2025	Annaya Nigrelle	1	
Settlement Run Event	Approval by Payroll Accountant	Not Required		08/23/2025		0	
Settlement Run Event	Approval by Settlement Specialist	Approved	08/22/2025 02:01:45 PM	08/24/2025	Mien Tran (Settlement Specialist)	1	

Related Business Processes History

Business Process	Status
Print Checks: Prosperity-Court Collections Odyssey 9911 for Ad Hoc Payment (Check) on 08/22/2025	Successfully Completed

Background Processes

Created Date and Time	Started Date and Time	Process Type	Process	Request	Status	Parent Status	Total Processing Time	Submitted by	Errors & Warnings
08/22/2025 02:01 PM	08/22/2025 02:01 PM	Job	Settlement Run Complete	Settlement Run Complete for SR-0000212	Completed		00:00:03	Mien Tran	

Payment Printing Run Ad Hoc Payment - Odyssey - 08/29/2025 11:42 AM
Settlement Run SR-0000219
Payment Group Ad Hoc Payment(Check) for Prosperity-Court Collections Odyssey 9911
Ad Hoc Payment - Odyssey - 08/29/2025 11:42 AM.pdf
Status Completed

Process Information

Name of Submitter Susie Smith
Actual Start Date and Time 08/29/2025 01:42 PM
100%
Total Processing Time (hour:min:sec)
00:00:11
Response Message
Integration Completed.

Payments

Payment	Payment Date	Check Number	Payment Amount	Currency	Payee
Ad Hoc Payment: ADRION SMITH - 08/27/2025	08/27/2025	313269	15.00	USD	ADRION SMITH
Ad Hoc Payment: Bharat N. Patel - 08/27/2025	08/27/2025	313270	150.00	USD	Bharat N. Patel
Ad Hoc Payment: Brianna Rachelle Alleman - 08/27/2025	08/27/2025	313271	40.00	USD	Brianna Rachelle Alleman
Ad Hoc Payment: Charla Sells - 08/27/2025	08/27/2025	313272	2,000.00	USD	Charla Sells
Ad Hoc Payment: EMR ELEVATOR, INC. - 08/27/2025	08/27/2025	313273	100.00	USD	EMR ELEVATOR, INC.
Ad Hoc Payment: FIDENCIO GONZALEZ FLORES - 08/27/2025	08/27/2025	313274	150.00	USD	FIDENCIO GONZALEZ FLORES
Ad Hoc Payment: FIRST FINANCIAL ASSET MANAGMENT - 08/27/2025	08/27/2025	313275	20.00	USD	FIRST FINANCIAL ASSET MANAGMENT
Ad Hoc Payment: JAMES HENSON - 08/27/2025	08/27/2025	313276	494.00	USD	JAMES HENSON
Ad Hoc Payment: JESSICA MARIEL DELOCH - 08/27/2025	08/27/2025	313277	50.00	USD	JESSICA MARIEL DELOCH
Ad Hoc Payment: KRISTEN THOMPSON - 08/27/2025	08/27/2025	313278	130.00	USD	KRISTEN THOMPSON
Ad Hoc Payment: Moises Guevara - 08/27/2025	08/27/2025	313279	500.00	USD	Moises Guevara
Ad Hoc Payment: Roberto Costilla - 08/27/2025	08/27/2025	313280	359.00	USD	Roberto Costilla
Ad Hoc Payment: SARA MINOR - 08/25/2025	08/25/2025	313281	2,000.00	USD	SARA MINOR
Ad Hoc Payment: STATE FARM INSURANCE RE:CLAIM#53-29B5 - 08/27/2025	08/27/2025	313282	600.00	USD	STATE FARM INSURANCE RE:CLAIM#53-29B5
Ad Hoc Payment: Texas City Hospitality - 08/27/2025	08/27/2025	313283	827.46	USD	Texas City Hospitality
Ad Hoc Payment: Texas Department of Public Safety - 08/27/2025	08/27/2025	313284	180.00	USD	Texas Department of Public Safety
Ad Hoc Payment: Texas Department of Public Safety - 08/27/2025	08/27/2025	313285	180.00	USD	Texas Department of Public Safety
Ad Hoc Payment: Texas Department of Safety Restitution Accounting - 08/27/2025	08/27/2025	313286	180.00	USD	Texas Department of Safety Restitution Accounting

Payment	Payment Date	Check Number	Payment Amount	Currency	Payee
Ad Hoc Payment: U.S. Postal Service - 08/27/2025	08/27/2025	313287	300.00	USD	U.S. Postal Service

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 08/29/2025, 11:42 AM	19	8,275.46	USD	Payment Printing Event	Payment Printing Event	Step Completed	08/29/2025 01:42:07 PM	08/30/2025	Susie Smith	1	
				Payment Printing Event	Approval by Settlement Specialist	Approved	08/29/2025 01:42:30 PM		Mien Tran (Settlement Specialist)	1	
				Payment Printing Event	Integration: INT023 Prosperity Bank Payroll Positive Pay with Voids Outbound	Not Required		08/30/2025		0	
				Integration Process: INT030 Prosperity Bank Financials Positive Pay with Voids Outbound	Integration Process Event (INT030 Prosperity Bank Financials Positive Pay with Voids Outbound (TOP LEVEL))	Automatic Complete	08/29/2025 01:42:30 PM			0	
				Integration Process: INT030 Prosperity Bank Financials Positive Pay with Voids Outbound	Service: Fire Integration	Step Completed	08/29/2025 01:42:38 PM		Workday Service	1	ISU_INT030: Integration Completed.
				Integration Process: Document Delivery	Integration Process Event (Document Delivery (TOP LEVEL))	Automatic Complete	08/29/2025 01:42:38 PM			0	
				Integration Process: Document Delivery	Service: Fire Integration	Step Completed	08/29/2025 01:42:50 PM		Workday Service	1	ISU_INT030: Delivered 1 document(s).

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*5.

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Receive and file Summary of Biweekly Personnel Movements pay period #18, August 14 - August 27, 2025, submitted by Human Resources

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	9/3/25 1:34 pm

Biweekly Movement for New Hires PP#18 - 08/14/2025 - 08/27/2025

Manager	Worker	Hire Date	Job Profile	Salary	Reason
Facilities	Acen Thomas	8/14/2025	Construction Project Manager	$93,305.00	Appointment
County Clerk	Brandy Farence	8/19/2025	Deputy County Clerk III	$35,933.00	Appointment
Mosquito Control	Cedric Gonzales	8/14/2025	Mosquito Spray Equipment Operator - Seasonal	$17,111.00	Appointment
Mosquito Control	Chad Lewis	8/14/2025	Mosquito Spray Equipment Operator	$34,222.00	Appointment
Sheriff's Office	Christopher Sturdivant	8/14/2025	Deputy Sheriff V	$73,645.00	Appointment
Road & Bridge	Cory McDaniel	8/14/2025	Heavy Equipment Operator I	$35,933.00	Appointment
District Attorney	Elysia Garcia	8/14/2025	Attorney I	$78,437.00	Appointment
Sheriff's Office	Inger Fillmore	8/14/2025	Administrative Assistant I	$37,729.00	Appointment
District Attorney	Janie Jo Lynn Wilbur	8/14/2025	Attorney I	$78,437.00	Appointment
Juvenile Justice	Jesse Ott	8/14/2025	Juvenile Probation Officer	$56,241.00	Appointment
Emergency Management	Kasey Davis	8/14/2025	Emergency Management Specialist I	$61,457.00	Appointment
Sheriff's Office	Kelsey Lattimore	8/14/2025	Corrections Officer I	$52,788.00	Appointment
District Attorney	Kelton Munch	8/14/2025	Attorney I	$78,437.00	Appointment
Justice Court Pct. 2	Lauren Ramirez	8/14/2025	Deputy County Clerk III	$35,933.00	Appointment
Information Technology	Michael Chavez	8/14/2025	IT Public Safety Specialist	$48,153.00	Appointment
Information Technology	Michael Cole	8/14/2025	Technical Support Specialist	$50,561.00	Appointment
Sheriff's Office	Ryan Requenes	8/14/2025	Corrections Officer I	$52,788.00	Appointment
Sheriff's Office	Ryder Garcia	8/14/2025	Corrections Officer I	$52,788.00	Appointment
Adult Probation	Samuel Marrero	8/14/2025	Probation Officer	$50,000.00	Appointment
Adult Probation	Sarah Hayes	8/14/2025	Probation Officer	$50,000.00	Appointment
Personal Bond	Summer Love	8/14/2025	Personal Bond Officer	$41,596.00	Appointment

Biweekly Movement for Personnel Changes PP#18 - 08/14/2025 - 08/27/2025

Manager	Worker	Transfer Date	Job Profile	Salary	Reason
Adult Probation	Alicia Arroyo	8/14/2025	Assistant Supervisor	$55,979.79	Transfer
Sheriff's Office	Brenda Alvarado	8/18/2025	Administrative Coordinator	$53,089.00	Promotion
Sheriff's Office	David Rojas	8/14/2025	Deputy Sheriff III	$68,495.00	Promotion
Juvenile Justice	Donald Ritchie	8/14/2025	Juvenile Probation Officer Temp	$28,121.60	Reassignment
Adult Probation	Jaon Redic	8/14/2025	Probation Officer	$51,600.00	Transfer
Sheriff's Office	Jose Juarez	8/14/2025	Corrections Officer II	$58,125.00	Promotion
Adult Probation	Kayla Royal	8/14/2025	Assistant Supervisor	$55,642.00	Promotion
Mosquito Control	Kim McCardell	8/21/2025	Mosquito Control Supervisor	$50,561.00	Promotion
Auditor's Office	Lisa McCabe	8/14/2025	Accountant I	$52,000.00	Promotion
Sheriff's Office	Marisa Gerhardt	8/14/2025	Warrant Clerk	$35,933.00	Transfer
District Clerk	Marissa Medina	8/14/2025	Senior Deputy County Clerk	$39,616.00	Promotion
Sheriff's Office	Mary Wolldridge	8/14/2025	Deputy Sheriff IV	$71,070.00	Promotion
Road & Bridge	Michael Litteken	8/14/2025	Public Works Supervisor	$50,561.00	Promotion
Sheriff's Office	Osvaldo Garcia	8/14/2025	Deputy Sheriff III	$68,495.00	Promotion
Sheriff's Office	Preston Linger	8/14/2025	Corrections Officer III	$63,462.00	Promotion
Juvenile Justice	Rachelle Boyd	8/14/2025	Central Control Operator	$51,570.00	Reassignment
Fleet	Samuel Baldwin	8/14/2025	Mechanic III	$47,559.89	Promotion

Biweekly Movement for Terminations PP#18 - 08/14/2025 - 08/27/2025

Manager	Worker	Termination Date	Job Profile	Salary	Reason
Juvenile Justice	Brittany Spencer	8/27/2025	Supervisor - Special Programs	$62,397.44	Voluntary
Environmental Services	Carlos Carrillo	8/18/2025	Custodian Lead	$34,222.00	Voluntary
Road & Bridge	Charles Hutcheson	8/27/2025	Heavy Equipment Operator I	$38,407.08	Retirement
Tax Office	Jennifer Lee	8/22/2025	Property Tax Application Specialist	$44,937.03	Voluntary
Fleet	Kelton Ogletree	8/26/2025	Mechanic II	$41,597.63	Involuntary
Juvenile Justice	Lenard Smith	8/18/2025	Juvenile Supervision Officer	$51,570.00	Voluntary
Information Technology	Leonard Gonzales	8/14/2025	Audio Visual Specialist	$63,444.00	Involuntary
Sheriff's Office	Martavian Jackson	8/19/2025	Corrections Officer I	$52,788.00	Voluntary
Mosquito Control	Mehrdad Sabzevari	8/20/2025	Mosquito Control Supervisor	$63,214.32	Retirement
Fleet	Rene Vallecillo	8/25/2025	Mechanic I	$39,616.00	Voluntary
Road & Bridge	Todd Grobe	8/15/2025	Heavy Equipment Operator II	$37,729.00	Voluntary

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*6.

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

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

Approval History

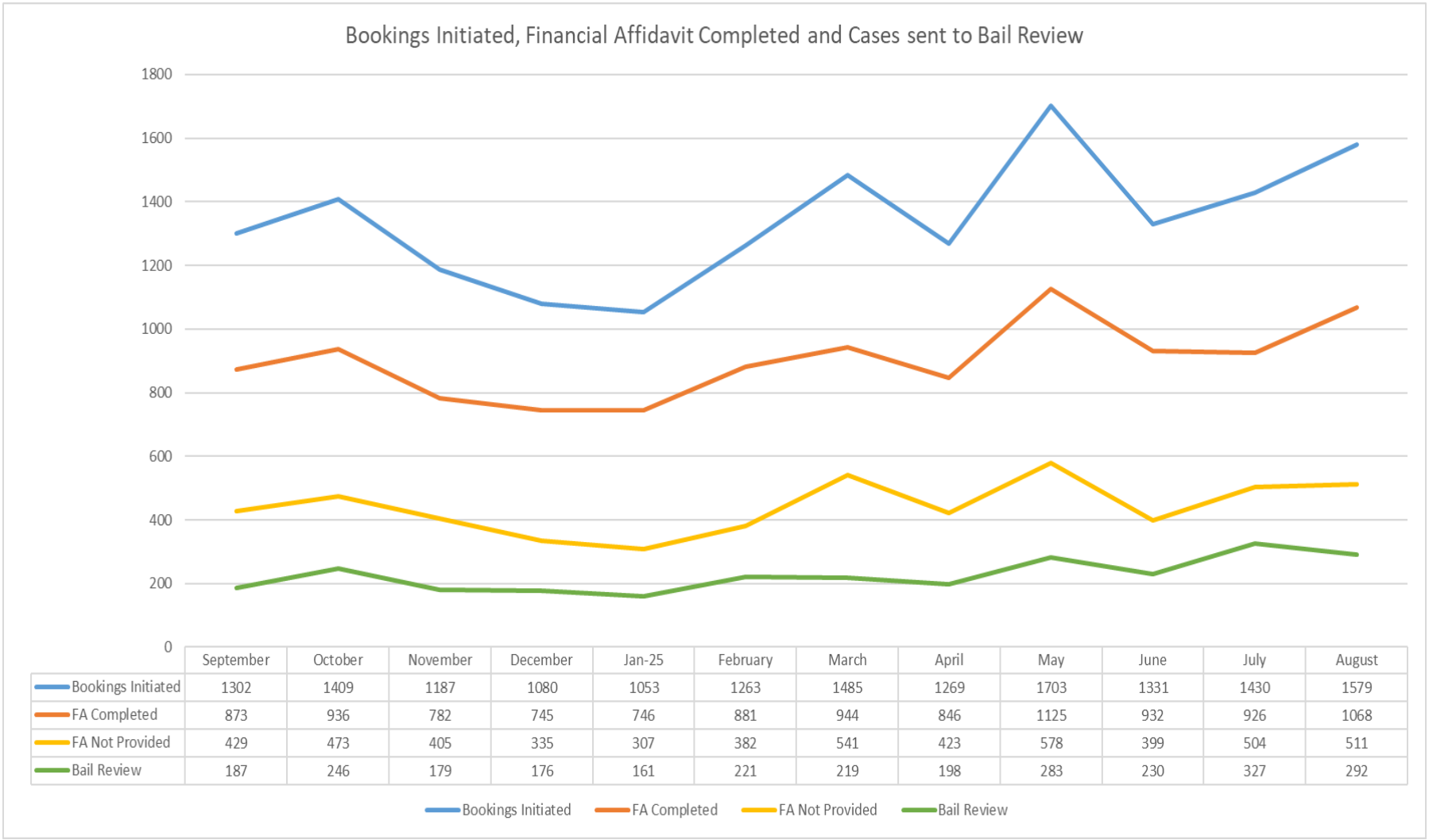
Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	9/3/25 1:29 pm

PERSONAL BOND MONTHLY REPORT AUGUST 2025

PERSONAL BOND OFFICE

Aaron Johnson, Director

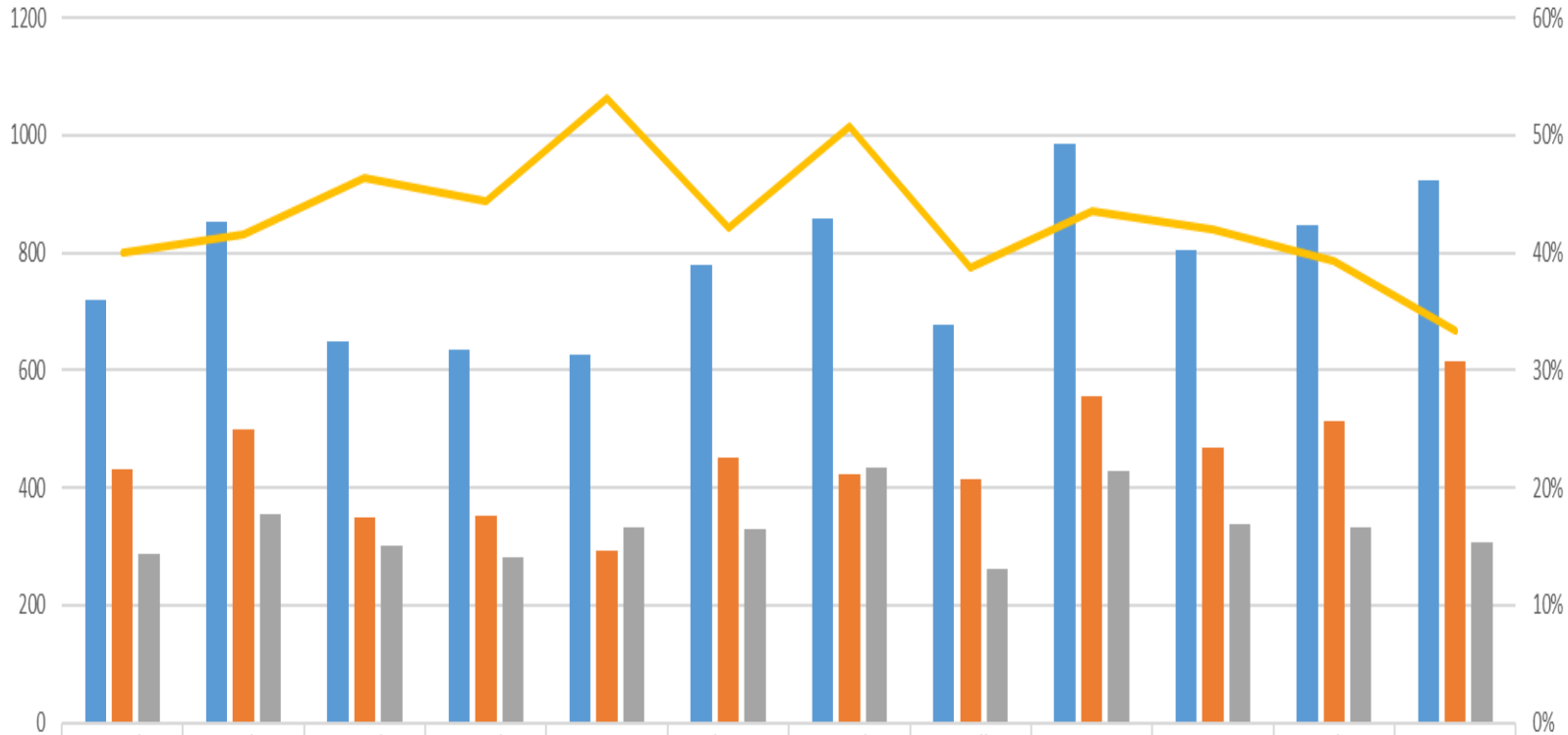
September 2, 2025



	September	October	November	December	Jan-25	February	March	April	May	June	July	August
Bookings Initiated	1302	1409	1187	1080	1053	1263	1485	1269	1703	1331	1430	1579
FA Completed	873	936	782	745	746	881	944	846	1125	932	926	1068
FA Not Provided	429	473	405	335	307	382	541	423	578	399	504	511
Bail Review	187	246	179	176	161	221	219	198	283	230	327	292

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

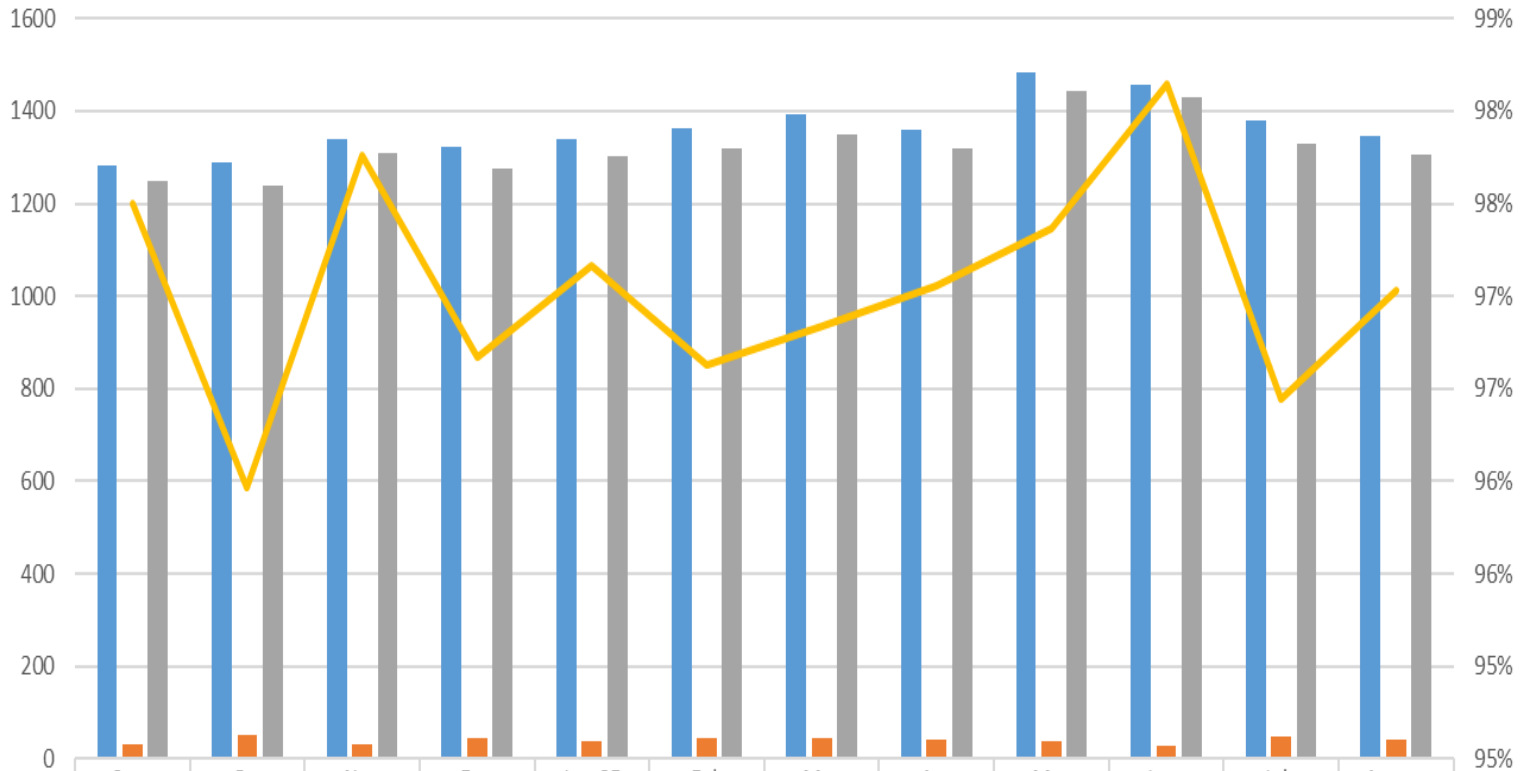
Total Eligibile Releases, Type and % to PBO



	September	October	November	December	Jan-25	February	March	April	May	June	July	August
Total Eligible Releases	719	853	649	634	626	780	858	678	984	805	846	922
Releases to Surety	431	498	348	353	293	451	423	415	556	467	513	615
Releases to PBO	288	355	301	281	333	329	435	263	428	338	333	307
% to PBO	40%	42%	46%	44%	53%	42%	51%	39%	43%	42%	39%	33%

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

Personal Bond Compliance Report based on Monthly Average Population



	Sept	Oct	Nov	Dec	Jan-25	Feb	Mar	Apr	May	June	July	August
Total Active Population	1281	1290	1340	1321	1340	1364	1393	1358	1482	1458	1378	1346
Total Forfeitures	32	52	30	44	38	46	44	40	39	27	49	40
Total in Compliance	1249	1238	1310	1277	1302	1318	1349	1318	1443	1431	1329	1306
% in Compliance	98%	96%	98%	97%	97%	97%	97%	97%	97%	98%	96%	97%

Total Active Population Total Forfeitures Total in Compliance % in Compliance

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*7.

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

Receive and file District Attorney Financial Statement for October 1, 2024 to July 31, 2025 and authorize County Judge to sign Order Releasing Contraband Funds submitted by District Attorney

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	9/3/25 1:07 pm

On this, the _____day of September 2025, the Commissioners' Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present:

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

When the following proceedings, among others, were had, to wit:

An Order Authorizing the Release of Contraband Funds to Galveston County Non-Profit Drug Abuse and Prevention Facilities and Programs as Recommended by the Criminal District Attorney

Whereas, pursuant to Chapter 59 of the Texas Code of Criminal Procedure various properties are subject to forfeiture as contraband; and

Whereas, unless otherwise specified, these contraband funds may be spent by the Criminal District Attorney for official purposes after a budget for the expenditure of the proceeds have been submitted to the Commissioners' Court; and

Whereas, Article 59.06 (h) of the Act provides that upon agreement of the Criminal District Attorney up to 10% of the gross amount of such funds may be deposited in the County's general fund and used to fund area non-profit drug abuse and prevention facilities and programs; and

Whereas, the Alcohol Drug Abuse Women's Center, Inc., Sharpen Recovery, Open Door Mission, Galveston Urban Ministries, and the Gulf Coast Center are so eligible recipients of such funds; and

Whereas, by letter dated August 28, 2025, the Honorable Jack Roady, Criminal District Attorney of Galveston County, advised the Commissioners' Court that in FY 2025, 10% of the contraband money forfeited to his office amounted to $1,972.00. In addition, Mr. Roady recommended that such monies be divided evenly among the five agencies listed above.

Now, Therefore, be it Ordered, that the recommendation of the Galveston County Criminal District Attorney, and it is hereby approved.

Upon Motion Duly Made and Seconded, the above Order was unanimously passed on this the _____ day of September, 2025.

County of Galveston

By: _____
Mark Henry, County Judge

Attest:

_____
Dwight Sullivan, County Clerk

COUNTY of GALVESTON
Criminal District Attorney
JACK ROADY

Kayla Allen
First Assistant

Johnny J. Freeze
Chief Investigator

Zonia Wilturner-Smith
Chief Executive Officer

August 28, 2025

Galveston County Commissioners' Court
c/o The Honorable Mark Henry
County Judge
1st Floor, County Courthouse
Galveston, Texas 77550

Re: Financial Statements for October 1, 2024 – July 31, 2025

Gentlemen:

The District Attorney's Office has two financial accounts. They are as follows:

1101-127100 District Attorney's General Fund Accounts

2131-127100 D.A. Contraband Account After 10/89

Description of Accounts

General Fund

This account contains funds budgeted and approved annually by Commissioners' Court.

D.A. Contraband Fund after October, 1989

This account contains funds allocated to the District Attorney's office upon the disposition of forfeited contraband. Art. 59 of the Code of Criminal Procedure permits the use of up to 10% of the revenue collected and deposited in this fund to help non-profit chemical dependency treatment facilities located in Galveston County. I am requesting that you authorize, by signing the attached resolution, the use of $ 1,972.00 in this manner.

In accordance with Local Government Code, Section 140.003, I am enclosing financial statements for each of the above accounts excluding the General Fund Account which is provided to you by the County Auditor. I am also enclosing the FY 2026 budget for the D.A. Contraband account pursuant to the Local Government Code Section and Article 59.06 of the Texas Code of Criminal Procedure. This notification is advisory in nature and the Court is not required to take any action based on this submission, except for the request stated in a previous paragraph

regarding allocation of funds to non-profit chemical dependency treatment facilities. Our records and the auditor's records regarding these accounts are, of course, open for your review and inspection at any time.

In addition to the above requirement regarding the filing of financial statements with the court, Local Government Code, Section 115.0035 mandates an annual audit by the County Auditor of all accounts of precinct, county and district officials. Article 59.06(g) of the Texas Code of Criminal Procedure also requires the Commissioners' Court to have the "District Attorney's Contraband Fund" account audited annually. Certified copies of this audit must be delivered to the State Comptroller's Office and the Attorney General no later than 60 days after the date on which the annual period that is subject of the audit ends. It is my responsibility to provide this certified audit to the State Comptroller and the Attorney General. The County Auditor is to report his findings to the Commissioners' Court.

Sincerely,

JACK ROADY
Criminal District Attorney
Galveston County, Texas

cc: Sergio Cruz, County Auditor
Dianna Huallpa, Chief Financial Officer

FY 2025 FINANCIAL STATEMENT

IFAS ACCOUNT NUMBER 2131-127100
D.A. Contraband Account
October 1, 2024 through July 31, 2025

Unreserved Fund Balance on September 30, 2024		$77,867.24
Total Revenue Received Fiscal Year 2025	**$ 19,721.89**	
Thru 07/31/2025		
Cash Flow Adjustments (Encumbrances)	**($178.00)**	
Total Expenditures in Fiscal Year 2025	**($46,103.84)**	
Subtotal of Adjustments		$ (26,559.95)
Unreserved Fund Balance on July 31, 2025		**$51,307.29**

REVENUE COLLECTED IN FISCAL YEAR 2025

October	$ 417.93	April	$ 1,702.94	
November	$ 9,924.60	May	$ -	
December	$ 1,551.01	June	$ -	
January	$ 2,263.63	July	$ 163.68	
February	$ -	August	$ -	
March	$ 3,698.10	September	$ -	
			$ 19,721.89	

Revenue Collected Through July 31, 2025	**$ 19,721.89**

EXPENDITURES IN FISCAL YEAR 2025

Account Number		Actual	Encumbrances
5310000	Administrative Supplies	$86.51	
5433110	Confidential Operations	$0.00	
5481000	Other Contract Services	$0.00	
5490100	Social Services Assistance	$3,876.20	
5495112	Training asnd Training Supplies	$13,955.92	
5496303	Towing Charges	$0.00	
5496100	Travel and Conference	$15,252.42	$178.00
5498000	Membership and Dues	$12,888.08	
5499231	In House Meetings and Food	$44.71	
Total Expenditures & Encumbrances		**$46,103.84**	**$178.00**

Total Expenditures and Encumbrances - July 31, 2025	**$46,281.84**
Net -Revenues over Expenditures	**$ (26,559.95)**

FY 2026 BUDGET

IFAS ACCOUNT NUMBER 2131-127100
DISTRICT ATTORNEY CONTRABAND ACCOUNT
CHAPTER 59, CODE OF CRIMINAL PROCEDURE

Ledger Account

5310000	-	Administrative Supplies	$500.00
5498000		Membership and Dues	$15,000.00
5495000	-	Training and Training Supplies	$3,000.00
5496100	-	Travel and Conference	$28,000.00
5433000	-	Confidential Operations	$1,000.00
5496000		Towing Charges	$200.00
5499000		In-House Meetings and Food	$500.00
5481000	-	Other Contract Services	$1,000.00
5490000	-	Social Services Assistance	$1,972.00
		Total Budget for FY 2026	$51,172.00

Word/Admins/Budget-Contraband

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*8.

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

Receive and file the August 21, 2025 Order of the District Judges of Galveston County setting the salary of the official court reporters, effective October 1, 2025 submitted by the District Clerk

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	9/4/25 1:03 pm

FILED
2025 AUG 21 PM 4:28
DISTRICT CLERK
GALVESTON COUNTY, TEXAS

August 21st, 2025

ORDER

In accordance with Section **152.905(c)** of the Government Code, notice is hereby given to the Commissioners Court of Galveston County that the District Judges of Galveston County did meet and set the salary of the Official Court Reporters at $111,690.41 and $4.50 for the indigent page rate, effective October 1st, 2025.

Rebecca Millo 10th District Court

Judge Lonnie Cox 56th District Court

Jeth Jones 122nd District Court

Patricia Grady 212th District Court

Emily Fisher 306th District Court

Jared Robinson 405th District Court
Local Administrative Judge

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*9.

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

Receive and file the corrected water and wastewater capacity application for the City of La Marque for the new Mental Health Wellness Center at 1207 Oak St., La Marque, TX, superseding Item 17 on September 2, 2025, as submitted by Facilities

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	9/3/25 4:07 pm
2	Dianna Martinez	Approve	9/4/25 1:12 pm

CITY OF LA MARQUE, TEXAS

"Gateway to the Gulf"

1130 1st St., La Marque, Texas 77568
Ph: (409) 938-9204 Permits@cityoflamarque.org

WATER AND WASTEWATER CAPACITY APPLICATION

Please use this application to request Water and Wastewater Capacity for new and existing expansion projects. Per Ordinance No. 0-2019-003, Impact Fees may affect this property.

Refer to the City of Houston Impact Fee Service Unity Equivalent Table (attached) to determine usage. Recommended Service Units are based on 1.0 SU = 250 gpd.

FEE SIMPLE TITLE OWNER INFORMATION:

Name: Galveston County
Address: 722 Moody Avenue Galveston, TX 77550
Email: Mark.Henry@co.galveston.tx.us
Signature: Mark Henry Date: 09/03/2025

APPLICANT INFORMATION:

Contact: Misty Witmer
Company: Galveston County
Address: 722 Moody Avenue Galveston, TX 77550
Email: Misty.Witmer@galvestoncountytx.gov
Signature: Date: 9/3/25

PROPERTY INFORMATION:

Property Tax Account Number(s): R 736384 5 5060-0000-001-000
Service Address: 1207 Oak, Lamarque, Texas
Legal Description: Abst. 150 J.D. Moore Survey Res A Blk 1 (0-100) McNeels Sub Prtl RPLT No 1
Tract Size: 2/42 Acres

TYPE OF DEVELOPMENT:

Existing Development:
Development to be Removed:
Proposed Development: New construction of Galveston County Mental Health Facility

WATER AND SANITARY CALCULATIONS			
	CONNECTIONS	GPD	USAGE
WATER	3"	4800	Plumbing fixtures
SANITARY SEWER	6"	4800	Plumbing fixtures

Submittal Requirements: Complete the application and provide a site plan.

For questions regarding this application, please contact Adico, LLC, City of La Marque Consulting City Engineer at 832-895-1093 or via email at loan@adico-llc.com and dinh@adico-llc.com.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*10.

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

Consideration of approval of the County of Galveston District Attorney's Office Paid Internship for Law School Students Policy submitted by Human Resources

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	9/8/25 3:04 pm

The County of Galveston District Attorney's Office
Paid Internship for Law School Students Policy

Purpose

The County of Galveston periodically employs student interns who are actively enrolled in a law school program for periods when they are not in school. The Paid Internship Program for law school students aims to provide students with hands-on experience in county government operations. The program will offer paid internships to foster professional development, encourage civic engagement, and build a pipeline of skilled candidates for potential future County employment. This policy aims to outline responsibilities and ensure interns have a productive stay during their internship with the County of Galveston.

Procedures

1. Authorization

Hiring managers who plan to hire law school students as interns for specific assignments must complete a **Paid Internship for Law School Students Application** and submit the application to Human Resources for approval.

The District Attorney's Office will be allowed five (5) paid interns each fiscal year.

Work Hour Requirements: 40 hours per week. Hours should not exceed 40 hours per week.

Duration: 12 weeks maximum

The Pay Rate for the **Paid Internship for Law School Students program is $25 per hour.**

Paid Intern positions will not be eligible to participate in County Benefits.

2. IT Department notification

On receipt of the requisition form, the HR department will coordinate workstation setup and login credentials with the IT department to ensure that the workstation is fully operational prior to the intern's start date.

3. Intern orientation

Interns will be provided with an orientation program highlighting key aspects of County policies with which they will be expected to conform during the specific term of employment. This orientation will exclude any discussion of programs and policies, including benefits plans that do not apply to specific-term employees.

4. Department orientation

Each intern will be provided with an in-depth review of department functions and activities, including the work the intern is expected to perform. The department manager and team leads will conduct the department review during the first week of employment.

5. Progress report

Due to the short-term assignment of interns, and in accordance with school/university reporting requirements for students, the department manager will be responsible for providing a narrative report of the intern's assignments and progress at the close of each month the intern is engaged. A copy of the monthly progress report will be forwarded to the HR department for record-keeping and reporting purposes.

6. Final report and Offboarding

In the week an intern's assignment ends, the department manager will provide a final progress report and any report required by the educational institution the student attends. The HR department will schedule an Exit Interview the day preceding the intern's last day of work.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*11.

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

Consideration of a resolution recognizing September 20, 2025 as Texian Navy Day, submitted by County Judge

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	9/8/25 7:59 am

COUNTY OF GALVESTON

On this the 15th day of September, 2025, the **Commissioners Court of Galveston County, Texas** convened in a **Special Meeting** with the following members thereof present:

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

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

Whereas, Galveston was acknowledged as the finest natural harbor along the Texas coast; thereby playing a pivotal role in the economic, cultural, and social development of Texas and Galveston County throughout the 19th century; and

Whereas, the Republic of Texas officially designated Galveston as the Navy's operational base by establishing a Navy Yard, building repair facilities, warehouses, a hospital, and administrative offices; and

Whereas, the formal organization of Galveston County in 1839 occurred simultaneously with the organization of the expanded **Texas Navy** under the Republic; and

Whereas, for nearly a decade the presence at Galveston of the **Texas Navy**, with its officers and crews, played a prominent role in the creation and development of Galveston County in the late 1830s and early 1840s; and

Whereas, the **Texas Navy** was viewed by Galveston County citizens as their first line of defense against feared invasion throughout the tenure of the Republic of Texas; and

Whereas, many former members of the **Texas Navy** later settled in Galveston County and became some of its leading citizens in the years after the Texas Revolution; and

Whereas, Galveston County extends congratulations to the **Texas Navy Association** and recognizes the significance of **Texian Navy Day** in remembering the role that the historic **Texas Navy** played in time of crisis in the early history of our County and State

Now, Therefore Be It Resolved that the **Commissioners Court of Galveston County, Texas**, hereby proclaims September 20, 2025 as **Texian Navy Day** in Galveston County, Texas.

Be it Further Resolved that a copy of this Resolution is spread upon the minutes of this Court and the Original hereof be furnished to the **Texas Navy**.

Upon Motion Duly Made and Seconded, the above Resolution was passed on the 15th day of September, 2025.

Attest:

By: County of Galveston, Texas

_____
Dwight D. Sullivan, County Clerk

_____
Mark Henry, County Judge

_____
Darrell Apffel, Comm., Pct. #1

_____
Joe Giusti, Comm., Pct. #2

_____
Hank Dugie, Comm., Pct. #3

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

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*12.

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

Consideration of approval of appointment to the Gulf Coast Center Board submitted by Commissioner, Precinct 4

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	9/8/25 11:28 am

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*13.

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

Consideration of approval of appointment to the Gulf Coast Authority Board submitted by the County Judge

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	9/8/25 2:00 pm

Gulf Coast Authority

Consideration of approval of the following appointment to the above-mentioned board:

1. Paul Hopkins, for a term ending 8/31/27 (replacing Jackie Peden)

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*14.

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

Consideration of authorization of the abatement of public nuisance submitted by the Sheriff's Office: 3826 Bayshore Dr. Bacliff, TX 77518

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	9/8/25 1:43 pm

Galveston County Sheriff's Office

Jimmy Fullen, Sheriff

Nuisance Abatement Division

September 4, 2025

Hon. Mark Henry, County Judge
Hon. County Commissioners Court
722 Moody, Suite 200
Galveston, TX 77550

RE: Abatement of four (4) Public Nuisances

Gentlemen:

Below, I have described the property with the location and nuisance(s). This property has gone through the Administrative Process. All structures located on the property below are to be demolished, and the lot cleared. Funds have been allocated (Account# 1101-110000- 5429000) for the Neighborhood Nuisance Abatement Program. We request the permission of the Commissioners Court to order the abatement of the public nuisance, assess the costs and administrative fee, and approve the filing of the Order Assessing the Costs Abating the Nuisance in the Deed of Records.

Site	Violations
3826 Bayshore Dr. Bacliff, TX 77518	Dilapidated Structure, Trash, High Grass and
7501 Western Dr. Hitchcock, TX 77563	Dilapidated Structure, Trash, High Grass
7513 Western Dr. Hitchcock, TX 77563	Dilapidated Structure, Trash, High Grass

Regards,

Jack Ellison
Nuisance Abatement Division
Galveston County Sherriff's Office
823 Grand Ave
Bacliff TX 77518
409-766-4509
Jack.Ellison@co.galveston.tx.us

J. T. B. Services Inc.

General Construction
Demolition
Under Ground Utilities
Manned Equipment Rentals

9026 Lambright
Houston, Texas 77075
Phone: (713) 941-4141
Fax: (713) 941-9660

Date: 8/27/2025

Company Name: Galveston County Nuisance & Abatement
Contact Name: Jack Ellison
Company Physical Address:
City/State/Zip:

Company Phone:
Company Fax:
Contact Cell: 409-974-6961
Email address: jack.ellison@co.galveston.tx.us

Re: Demolition Proposal for Project Site: 3826 Bayshore Dr. Bacliff, TX 77518

JTB SERVICES, INC. proposes to perform the services described herein, including labor, machinery, tools, and equipment on the Project described above, for the consideration herein expressed, subject to the exclusions stated herein, under the terms, conditions, and limitations stated.

SCOPE OF WORK:
No Permits Included
Remove: **House and Drive** at Project Site included on a single mobilization.

TERMS OF PAYMENT:
Payment is due in full upon completion of work. *Unfortunately, we do not accept Credit Cards.* Cash, Cashier's Check, Money Order and/or Checks are acceptable. Past due invoices will bear highest interest allowed by law.

PRICING (Note: Price is discounted for JTB salvage assessed at time of quote):

Base Bid for Above Scope of Work: **Total:** $ 12,500.00 Customer Initial to Approve: _____

Notes:

- No trees bid
- Customer will handle removal of gas
- Leave any stump(s) for customers to grind if the tree to be taken is in easement or may be involved with fence/structure or underground utilities.
- Any additional sewer/demolition work or permitting required, to be paid by customer.
- Excess trash/debris will be quoted when JTB has full access to make the estimate in addition to the scope of work.
- Over-engineered foundations will incur additional costs that will require a Change Order.
- **On Partial DEMO** – Customer is responsible for all permits, utility disconnects (Gas/Electric/Water/Sewer), and physical disconnects of Gas lines/pipes/conduit/wires/ cleared from structures to be demolished and physically separated from remaining structures to stay prior to demo.

OWNER/GENERAL CONTRACTOR/CUSTOMER RESPONSIBILITIES:

- Owner/General Contractor/Customer shall be responsible for electric and gas utilities to be "KILLED FOR DEMOLITION" or provide a gas kill confirmation letter. (Electricity and Gas disconnects must be completed before sewer disconnects can be approved.)
- Any fees associated with the termination of the electricity and gas shall be the responsibility of the Owner/General Contractor/Customer.
- An active water supply must be available for demolition by Owner/General Contractor/Customer for demolition.
- Only if required, Owner/General Contractor/Customer shall provide copy of an asbestos survey prior to work starting for 10 working day notification.
- For partial demolitions Owner/General Contractor/Customer shall be responsible for separating all existing physical connections of plumbing, mechanical, electrical, structures, carpentry, concrete, and any other that are connected to the structure to remain.
- Owner/General Contractor/Customer shall be responsible for all notifications to adjacent property owners/leases as required.
- Owner/General Contractor/Customer shall be responsible for all costs of permitting and removal associated with water well, septic, or grease traps if requested.
- Owner/General Contractor/Customer shall be responsible for neutralizing or removal of all wildlife/insects as needed or required containing dangerous insects which have the potential of physical injury to persons on the Project site and/or nearby properties prior to start of JTB's work.
- Owner/General Contractor/Customer shall be responsible for any site drainage issues requiring the importation of dirt to prevent "water ponding" due to lack of dirt from erosion or demolition.

STANDARD TERMS:

- This proposal is subject to change if not accepted within 30 calendar days or Scope of Work is added to or modified.
- JTB's pricing subject to change if Owner/General Contractor/Customer involves customer or 3rd party salvage or recycling.
- JTB shall be permitted to use the trucking company, test lab, and disposal site of our choice for demolition and construction debris.
- Owner/General Contractor/Customer shall provide egress/ingress to the Project site to JTB sufficient enough to accommodate its personnel, machinery and/or trucks/trailers, and which may include the trimming or removal of trees, loading/unloading over street, public curb, driveway, walkways, sidewalks, etc.
- If customer accepts this Demolition Proposal, JTB shall retain all salvage rights to the concrete removed, and the rights to all items, fixtures, furnishings and personal property existing at the project site at the time jobs are bid, unless expressly excluded below in writing. The contract shall be subject to a price increase if any items are recycled, salvaged, or removed prior to JTB starting work.
- Owner/General Contractor/Customer and JTB shall strictly adhere to all local, state, and federal statutes, laws, and regulations, including EPA and OSHA codes regarding removal and disposal of materials.
- This proposal in its entirety shall be incorporated as the Project scope of work into any contract agreements provided by the Owner/General Contractor.
- This Proposal is based upon work being completed in one mobilization and during regular working hours (10-hour days). If Owner/General Contractor/Customer requires overtime work, they shall be responsible for increased costs to JTB.

EXCLUSIONS:

- Dewatering of Project site.
- Imports of any soils or fine grading.
- Security associated with Project job site.
- Concrete floor sawing or wall sawing of any type.
- Removal of any dangerous insects or wildlife from worksite.
- Costs associated with items not identified in Scope of Work.
- All shared/boundary fence installation, repair, or removal unless included in scope of work.
- Any demolition for other trades (i.e., plumbing, mechanical, electrical, A/C, carpentry, etc.).
- Storm Water Prevention Protection Plan (SWPPP), silt fencing, or temporary fencing if required is excluded.
- Dirt compaction testing if required is excluded except if done by a third party and included in scope of work.
- Repair or replacement of any concrete or asphalt paving, street, driveway, sidewalk, or walkway damaged during access or demolition work.
- Removal, abatement, identification, analysis, handling, monitoring, transportation, or disposal of any hazardous and/or regulated materials.
- Re-route/reconnect of any utilities that have been removed, cut, cap, disconnected and/or re-routed for demolition are excluded.
- Utility disconnects on partial demolition to remove, cut, cap, disconnect and/or re-route of any utilities upstream to remain are excluded or charged as incurred.
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- Removal of trees, shrubs, and stumps, which are not adjacent to House, Garage, Drive, or Structures are excluded, unless specifically noted in Scope of Work.
- In the event scope of work includes removal of trees, stumps, and/or vegetation along property lines of Project Site, over easements, or involved with other property are excluded, unless expressed in writing above.

CONDITIONS AND LIMITATIONS:

- JTB is not liable for any applicable taxes unless specifically included in the scope of work.
- JTB is not liable for breaks/spalling along saw cut lines due to paving (Concrete or Asphalt) not being cut completely through its depth, or due to the fragility of the existing Concrete/Asphalt, or any unforeseen reasons prior to the removal.
- Owner/General Contractor/Customer agrees to be responsible for any damages to utilities which are integral to the material being removed (i.e., a pipe embedded in the concrete or any known or unknown upstream plumbing from required disconnects).
- JTB shall not be held responsible for damages to underground utilities, including, but not limited to, telephone/fiber optic cables, gas, electrical, or any cables, water and/or any bootlegged utilities, or upstream plumbing from mandated sewer disconnects, and will be the responsibility of Owner/General Contractor/Customer to remedy if required.

INSURANCE AND SAFETY:

JTB Services, Inc. will provide insurance with the following limits: $1,000,000 commercial general liability with $2,000,000 general aggregate, $1,000,000 automotive liability, $1,000,000 contractor's pollution liability, $10,000,000 umbrella liability and $1,000,000 worker's compensation.

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SAFETY IS OUR NUMBER ONE PRIORITY. Please compare JTB to our competition. http://www.osha.gov/pls/imis/industry.html.
We would like to express our sincere appreciation for the opportunity to present JTB's proposal for this Project and look forward to your favorable response. Should you have any questions, please contact me at (713) 941-4141 at your earliest convenience.

Respectfully Submitted,
JTB SERVICES, INC.

Steven Gregg

Steven Gregg
By: Steven Gregg,
Project Estimator

Read, Understood and Accepted:
By: _____ Date: 09/04/25
Print Name & Title: Jack Ellzey
Authorized Representative Of: Galveston County

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*15.

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

Consideration of authorization of the abatement of public nuisance submitted by the Sheriff's Office: 7501 Western Dr. Hitchcock, TX 77563

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	9/8/25 1:38 pm

Galveston County Sheriff's Office

Jimmy Fullen, Sheriff

Nuisance Abatement Division

September 4, 2025

Hon. Mark Henry, County Judge
Hon. County Commissioners Court
722 Moody, Suite 200
Galveston, TX 77550

RE: Abatement of four (4) Public Nuisances

Gentlemen:

Below, I have described the property with the location and nuisance(s). This property has gone through the Administrative Process. All structures located on the property below are to be demolished, and the lot cleared. Funds have been allocated (Account# 1101-110000- 5429000) for the Neighborhood Nuisance Abatement Program. We request the permission of the Commissioners Court to order the abatement of the public nuisance, assess the costs and administrative fee, and approve the filing of the Order Assessing the Costs Abating the Nuisance in the Deed of Records.

Site	Violations
3826 Bayshore Dr. Bacliff, TX 77518	Dilapidated Structure, Trash, High Grass and
7501 Western Dr. Hitchcock, TX 77563	Dilapidated Structure, Trash, High Grass
7513 Western Dr. Hitchcock, TX 77563	Dilapidated Structure, Trash, High Grass

Regards,

Jack Ellison
Nuisance Abatement Division
Galveston County Sherriff's Office
823 Grand Ave
Bacliff TX 77518
409-766-4509
Jack.Ellison@co.galveston.tx.us

J. T. B. Services Inc.

General Construction
Demolition
Under Ground Utilities
Manned Equipment Rentals

9026 Lambright
Houston, Texas 77075
Phone: (713) 941-4141
Fax: (713) 941-9660

Date: 8/27/2025

Company Name: Galveston County Nuisance & Abatement
Contact Name: Jack Ellison
Company Physical Address:
City/State/Zip:

Company Phone:
Company Fax:
Contact Cell: 409-974-6961
Email address: jack.ellison@co.galveston.tx.us

Re: Demolition Proposal for Project Site: **7501 Western Dr. Hitchcock, TX 77563**

JTB SERVICES, INC. proposes to perform the services described herein, including labor, machinery, tools, and equipment on the Project described above, for the consideration herein expressed, subject to the exclusions stated herein, under the terms, conditions, and limitations stated.

SCOPE OF WORK:
No Permits Included
Remove: **House (Leave Drive)** at Project Site included on a single mobilization.

TERMS OF PAYMENT:
Payment is due in full upon completion of work. *Unfortunately, we do not accept Credit Cards.* Cash, Cashier's Check, Money Order and/or Checks are acceptable. Past due invoices will bear highest interest allowed by law.

PRICING (Note: Price is discounted for JTB salvage assessed at time of quote):

Base Bid for Above Scope of Work: **Total:** $ 14,500.00 Customer Initial to Approve: _____

Notes:

- No trees bid
- Customer will handle removal of gas
- Leave any stump(s) for customers to grind if the tree to be taken is in easement or may be involved with fence/structure or underground utilities.
- Any additional sewer/demolition work or permitting required, to be paid by customer.
- Excess trash/debris will be quoted when JTB has full access to make the estimate in addition to the scope of work.
- Over-engineered foundations will incur additional costs that will require a Change Order.
- **On Partial DEMO** – Customer is responsible for all permits, utility disconnects (Gas/Electric/Water/Sewer), and physical disconnects of Gas lines/pipes/conduit/wires/ cleared from structures to be demolished and physically separated from remaining structures to stay prior to demo.

OWNER/GENERAL CONTRACTOR/CUSTOMER RESPONSIBILITIES:

- Owner/General Contractor/Customer shall be responsible for electric and gas utilities to be "KILLED FOR DEMOLITION" or provide a gas kill confirmation letter. (Electricity and Gas disconnects must be completed before sewer disconnects can be approved.)
- Any fees associated with the termination of the electricity and gas shall be the responsibility of the Owner/General Contractor/Customer.
- An active water supply must be available for demolition by Owner/General Contractor/Customer for demolition.
- Only if required, Owner/General Contractor/Customer shall provide copy of an asbestos survey prior to work starting for 10 working day notification.
- For partial demolitions Owner/General Contractor/Customer shall be responsible for separating all existing physical connections of plumbing, mechanical, electrical, structures, carpentry, concrete, and any other that are connected to the structure to remain.
- Owner/General Contractor/Customer shall be responsible for all notifications to adjacent property owners/leases as required.
- Owner/General Contractor/Customer shall be responsible for all costs of permitting and removal associated with water well, septic, or grease traps if requested.
- Owner/General Contractor/Customer shall be responsible for neutralizing or removal of all wildlife/insects as needed or required containing dangerous insects which have the potential of physical injury to persons on the Project site and/or nearby properties prior to start of JTB's work.
- Owner/General Contractor/Customer shall be responsible for any site drainage issues requiring the importation of dirt to prevent "water ponding" due to lack of dirt from erosion or demolition.

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We would like to express our sincere appreciation for the opportunity to present JTB's proposal for this Project and look forward to your favorable response. Should you have any questions, please contact me at (713) 941-4141 at your earliest convenience.

Respectfully Submitted,
JTB SERVICES, INC.

Steven Gregg

Steven Gregg
By: Steven Gregg,
Project Estimator

Read, Understood and Accepted:
By: _____ Date: 09/04/25
Print Name & Title: Jack Ellis
Authorized Representative Of: Galveston County

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*16.

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

Consideration of authorization of the abatement of public nuisance submitted by the Sheriff's Office: 7513 Western Dr. Hitchcock, TX 77563

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	9/8/25 1:40 pm

Galveston County Sheriff's Office

Jimmy Fullen, Sheriff

Nuisance Abatement Division

September 4, 2025

Hon. Mark Henry, County Judge
Hon. County Commissioners Court
722 Moody, Suite 200
Galveston, TX 77550

RE: Abatement of four (4) Public Nuisances

Gentlemen:

Below, I have described the property with the location and nuisance(s). This property has gone through the Administrative Process. All structures located on the property below are to be demolished, and the lot cleared. Funds have been allocated (Account# 1101-110000- 5429000) for the Neighborhood Nuisance Abatement Program. We request the permission of the Commissioners Court to order the abatement of the public nuisance, assess the costs and administrative fee, and approve the filing of the Order Assessing the Costs Abating the Nuisance in the Deed of Records.

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Jack Ellison
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Demolition
Under Ground Utilities
Manned Equipment Rentals

9026 Lambright
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Phone: (713) 941-4141
Fax: (713) 941-9660

Date: 8/27/2025

Company Name: Galveston County Nuisance & Abatement
Contact Name: Jack Ellison
Company Physical Address:
City/State/Zip:

Company Phone:
Company Fax:
Contact Cell: 409-974-6961
Email address: jack.ellison@co.galveston.tx.us

Re: Demolition Proposal for Project Site: 7513 Western Dr. Hitchcock, TX 77563

JTB SERVICES, INC. proposes to perform the services described herein, including labor, machinery, tools, and equipment on the Project described above, for the consideration herein expressed, subject to the exclusions stated herein, under the terms, conditions, and limitations stated.

SCOPE OF WORK:
No Permits Included
Remove: **House (Leave Drive)** at Project Site included on a single mobilization.

TERMS OF PAYMENT:
Payment is due in full upon completion of work. *Unfortunately, we do not accept Credit Cards.* Cash, Cashier's Check, Money Order and/or Checks are acceptable. Past due invoices will bear highest interest allowed by law.

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Base Bid for Above Scope of Work: **Total:** $ 11,500.00 Customer Initial to Approve: _____

Notes:

- No trees bid
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Respectfully Submitted,
JTB SERVICES, INC.

Steven Gregg

Steven Gregg
By: Steven Gregg,
Project Estimator

Read, Understood and Accepted:
By: _____ Date: 09/04/25
Print Name & Title: Tyler Ellison
Authorized Representative Of: Dalworth Concrete

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)

Date of Request: 9/15/2025
Contract Type: Expense
Renewal Contract: No
Department Name: Facilities
Department Contact: Misty Witmer
Description: Consideration of authorizing the County Judge to execute proposal for SMP licenses software upgrade for the BAS system with HVAC Mechanical Services of Texas LTD submitted by Facilities.

7) **PEID No: 706976**
8) **Req No: 1101**
9) **Orgkey: 170100**
10) **Object Code: Repairs and Maintenance- Buildings**
11) **Vendor: HVAC MECHANICAL SERVICES OF TEXAS LTD**
12) **Vendor Contract No: 22-049MF-11**

Expenditure Budget/Revenue Projections

13) **Fund Name: General**
14) **Fund #: 1101**
15) **Current Year Budgeted: $27,000.00**
16) **Current Year Projected:**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 9/15/2025
23) **Auto Renewal Contract:** Choose an item.
24) **Bid No: N/A**
25) **Contract End Date:** 9/14/2026
26) **Contract # Issued by Purchasing Department: 234337**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Lauren Michaels	Approve	9/4/25 1:59 pm
2	Misty Witmer	Approve	9/4/25 2:26 pm
3	Melissa Fleming	Approve	9/4/25 4:36 pm
4	Veronica Van Horn	Approve	9/4/25 4:43 pm
5	Diana Huallpa	Approve	9/4/25 4:57 pm
6	Sergio Cruz	Approve	9/4/25 5:12 pm
7	Veronica Van Horn	Approve	9/4/25 6:11 pm

Hunton Services

High Performance Buildings for Life

Galveston County Service Proposal

Choice Partners Contract 22/049MF-11

Authorized Warranty Service
TACLA009290C
MPL38267

TRANE

5622 Luce St.
Houston, TX 77087

p. 713.643.8336
f. 713.583.6519

customerservice@huntongroup.com
www.huntonservices.com

Hunton Services

Quote No. QUO-62812-P2Y2M4 – Rev. 1
Date: 8/7/2025

To: Galveston County

Choice Partners Contract 22/049MF-11
Maintenance

Mark Garcia,

As the Trane™ Company's authorized service provider for southeast Texas, we are pleased to offer the following proposal:

Scope of work: Material Only

- Provide material only to purchase (1) Ensemble and (8) SC+ Maintenance Plan (SMP) license from Trane.
- Note: While there are many benefits to a customer to stay up to date with current software, the key benefits are:
  - Compatibility – Trane works with browser development teams across all platforms to stay current.
  - Security – Trane continuously updating code to block hackers.
  - Productivity – Trane continuously creating additional features and energy efficiencies.
  - See attached document for features that have been added.

Building	SMP Expiration
Wayne Johnson	6/27/2025
Agrilife co-op	6/28/2025
Eddie Barr Annex	7/3/2025
Emergency Managment	7/4/2025
Mid County Annex	9/11/2025
Mid County Annex bldg 1-1	9/11/2025
Sam Popovich Annex	8/9/2025
West County Annex	9/5/2025
Tracer Ensemble	6/13/2025

Total price for (1) 1-year Ensemble and (8) 1-year SMA $8,235.00
Total price for (1) 3-year Ensemble and (8) 3-year SMA $21,000.00
Total price for (1) 5-year Ensemble and (8) 5-year SMA $27,000.00

5622 Luce Street, Houston, TX 77087
PHONE-713.643.8336 ● FAX- 713.583.6519

Exclusions:

1. The above price does not include sales tax. Taxes will be billed in addition at the time of job completion unless Hunton Services is furnished a Tax Exemption Certificate.
2. This quotation is based on straight time labor unless indicated otherwise.
3. Any additional work not covered by the scope of this proposal will require written authorization by the customer before Hunton Services can proceed.
4. All freight charges incurred by Hunton Services will be billed with a 15% surcharge.
5. This proposal is firm for thirty (30) days unless stated otherwise.
6. See 'Service Terms and Conditions' for terms and conditions of sale.

Mike Tabb
Facilities Service Sales
5622 Luce St., Houston, TX 77087
Office: 713-643-8336
Mobile: 713-530-0439
Email: MTabb@huntongroup.com

High Performance Buildings for Life

The proposal and the terms and conditions contained herein are accepted and Hunton Services is authorized to proceed with the work.

Customer: _____

By: _____

Title: _____

Date: _____

P.O. Number: _____

SERVICE
TERMS & CONDITIONS

GENERAL:
This transaction is expressly limited to the terms and conditions stated herein. No other warranty may be offered or modified without the express written consent of an officer of Hunton Services, hereafter referred to as "the Company".

ACCEPTANCE:
The company reserves the right to review credit prior to acceptance. If credit is not approved and/or alternative terms cannot be agreed to, the order shall be cancelled without liability.

PAYMENT:
Payment terms for goods and services provided herein will be due in net 30 days from invoice. The company reserves the right to add a surcharge of 1½% of the principal per month, or the maximum allowable amount, for each month the invoice is past due. Should legal action be necessary to enforce the payment of any monies due from the purchaser, purchaser agrees to pay all reasonable attorney's fees and costs incurred.

SHIPPING:
All goods and materials provided are the property of the purchaser upon delivery to the carrier. Freight claims are therefore to be handled by the purchaser with the carrier.

CANCELLATIONS:
Orders cannot be cancelled without the written permission of an officer of the company. In the event of such cancellation, a reasonable charge will be applied to all cancellations to cover the cost incurred by the company for processing the order, restocking charges, etc.

LIMITED LIABILITY:
No liability or warranty whatsoever shall exist until the company has been paid complete. Then said liability and warranty shall be limited to the amount of the purchase price of the parts, materials, and labor shown to be defective. In no event shall the company be liable for any incidental or consequential damages.

LIMITED WARRANTY:
The warranties set forth herein are in lieu of all other warranties, expressed or implied, whether written or oral, including warranties of merchantability and fitness for a particular purpose.

In general, the company warrants its workmanship and materials to be free of defects for all purchases under normal use. The warranty does not cover damages due to acts of God, misuse, neglect, corrosion, erosion, and deterioration. Any loss consisting of, caused by, contributed to, or aggravated by rust, mold, fungus, wet or dry rot and any resulting loss is always excluded under this contract, however caused. In the event of a warranty claim, the company shall repair or correct such defect during normal working hours, Monday thru Friday, excluding holidays, from 7:30 am to 4:00 pm. All warranty calls are to be limited to normal working hours. Emergency, after-hours service is available, provided customer agrees to pay the difference between the standard labor rate and the overtime labor rate. Regular freight charges for warranty materials are included. Expedited freight or delivery is available provided customer agrees to pay the differential between normal and expedited delivery. See below for specific warranty term for type of sale:

Type of Sale

Equipment/Parts: The Company warrants equipment/parts for the period as covered by the manufacturer.

Labor: The Company warrants its workmanship for a period of 60 days from the date of completion.

SEVERABILITY:
Should any of the terms and qualifications set forth herein be contrary to, prohibited by, or be determined to be inapplicable under the laws of the court of jurisdiction, then such provisions shall be omitted, but shall not invalidate any other remaining provisions.

GOVERNING LAWS:
This shall be construed as an agreement in accordance with the laws of the State of Texas. Texas licenses TACLA00929C. Regulated by The Texas Department of Licensing and Registration, P.O. Box 12157, Austin, TX 78711, 1-800-803-9202, 512-463-6599, www.license.state.tx.us.

Hunton Services

Chillers: Air & Water Cooled

- Routine maintenance/Coil cleaning
- Complete turnkey replacements
- Vibration & oil analysis
- Eddy current testing
- Controls
- Routine operations log
- Annual stop inspection
- Tube brushing
- Major & minor repair work

Air Handling Units

- Complete Refurbishment vs Replacement
- Maintenance/Coil cleaning
- Alignment & vibration analysis
- Annual stop inspection
- Drain line & P-trap maintenance
- Major & minor repair work
- Annual pressure wash
- Complete turnkey retrofits

Air Distribution

- Variable air volume (VAV) maintenance
- All air handler types (AHU) R&M
- Fan coil repair & maintenance
- Laboratory fume hoods
- Spot coolers
- Complete turnkey retrofits

Plumbing

- Pipe Fabrication and Installation
- Water Efficiency Retrofits
- Service and Repairs
- Maintenance
- Preventative Maintenance
- Backflow Prevention
- Boiler Maintenance

Cooling Towers

- Routine maintenance
- Major & minor repair work/cleaning
- Annual stop inspection
- Vibration analysis
- Alignment
- Controls
- Complete turnkey retrofits

Building Automation Systems

- Open protocol, Internet based systems
- Connected buildings through fiber optics
- Hunton Smart Services
- Complete turnkey retrofits
- Building automation systems R&M
- Internet remote access
- Building control units (BCU)
- Thermostats/sensors
- Digital electronic/pneumatic
- Software programming
- Variable frequency drives (VFD)
- Retro-recommissioning
- Energy management services

Rental Services

- Rental chillers
- Air conditioning units w/electric heat
- Portable air conditioning units
- Air handling units
- Cooling towers
- Diesel generators
- Transformers, pumps, flexible duct & hose
- Heaters, humidifiers & compressors

Refrigeration

- Ice machines
- Freezers/coolers - cafeterias & labs

Indoor Air Quality (IAQ)

- Air filtration - filters & maintenance
- Internal air duct inspection (robot)
- Air duct cleaning & sanitation
- Ultraviolet lighting
- Photo-catalytic filtration
- Dust collection & exhaust

Pumps and Valves

- Routine maintenance
- Chilled/condenser water valves
- Annual stop inspection
- Major & minor repair work
- Vibration analysis
- Alignment
- Controls
- Complete turnkey retrofits

Fabrication/Modification

- Explosion proofing Class I, Division II
- Weather proofing
- Structural skids & protective coatings
- Custom designed air handling systems
- & pressurization
- Packaged central plants
- Custom fabrication/modification

Industrial Plant Services

- Unitary HVAC Comfort Cooling
- Process Absorption Chillers
- Process Ammonia Chillers
- Process Centrifugal, Scroll and Screw Chillers
- Compound and Cascade Systems
- Multi-stage Centrifugal Systems (nominal and low pressure)
- Cooling Tower Repair
- Multi-stage Gas Compression

OEM Benefits

- We coordinate with National Trane to support you and your needs
- Firm and/or expedited delivery schedules
- Packaging with value added services/rebates
- Issue(s) or problem resolution
- Technical assistance (factory direct)
- Awareness of latest equipment and controls upgrades/updates
- OEM exclusive distributor and Trane Warranty Service Provider

Full Service Provider Benefits

- Energy solutions achieves greater value received yielding sustainable future value
- Increased coordination and tighter control through engineered systems integration
- Reduced operating costs
- Reduced downtime cost man hours spend by owner in oversight
- Extensive amount of expertise, knowledge, and experience; making Hunton Services a true full-service turnkey solutions and service provider

5622 Luce Street, Houston, TX 77087
PHONE-713.643.8336 ● FAX- 713.583.6519

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*18.

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

Contract Approval Request Form

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

Date of Request: 9/15/2025
Contract Type: Expense
Renewal Contract: No
Department Name: Facilities
Department Contact: Misty Witmer
Description: Consideration of authorization for the County Judge to sign amendment of contract with Alert Alarms to provide labor & materials to install keypad for monitoring services at the old Medical Examiners building submitted by Facilities.

7) **PEID No: 013524**
8) **Req No: 1101**
9) **Orgkey: 170100**
10) **Object Code: Miscellaneous contract services**
11) **Vendor: Alert Alarms Burg and Fire Prot. INC.**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: General**
14) **Fund #: 1101**
15) **Current Year Budgeted: $2,100.00**
16) **Current Year Projected:**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 10/28/2024
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 10/27/2026
26) **Contract # Issued by Purchasing Department: 234323**

NOTES: CM25017 was approved on 10/28/2024 item 22 - HB1295 Requested

Approval History

Seq #	Approver	Action	Action Date
1	Lauren Michaels	Approve	9/4/25 12:07 pm
2	Misty Witmer	Approve	9/4/25 2:09 pm
3	Melissa Fleming	Approve	9/4/25 3:12 pm
4	Veronica Van Horn	Approve	9/4/25 4:09 pm
5	Diana Huallpa	Approve	9/4/25 4:46 pm
6	Sergio Cruz	Approve	9/4/25 5:08 pm
7	Veronica Van Horn	Approve	9/4/25 6:11 pm

D. LEE KOEHLER

OFFICE: (409) 763-3877
FAX: (409) 763-3299
www.alertalarms.com

2308 BALL
GALVESTON, TEXAS 77550-2209

ALERT ALARMS
BURGLAR & FIRE PROTECTION, INC.
Computerized Central Station
Commercial — Residential — Hold-up — CCTV

24 HOUR SERVICE
STATE LICENSE NO. 508

FORM 102

August 11, 2025

Mark Garcia
Galveston County Medical Examiner's Storage
6607 FM 1764
La Marque, Texas 77568

PROJECT: RE-CONNECT TWO FREEZER / COOLER

CONTROL LOCATION: Electrical room

CONTROL COMPONENTS:

(1) VISTA20P	Honeywell control communicator - NEW
(1) 1321	Class II plug in power supply – Above control panel
(1) NP712	Standby battery back up
(1) LTEM-PXV	Cellular radio
(1) 4204	Relay module – trigger radio channels
(1) TSC20	Control tamper switch

KEYPAD:
(1) 6164S - touch button alpha keypad – outside of electrical room - NEW

EAST FREEZER #1:
(1) TA2HLD – temperature controller – EXISTING
(1) 1109 – temperature probe - EXISTING

WEST FREEZER #2:
(1) EA20012 – temperature controller - EXISTING
(1) TEMP-LW – temperature probe - EXISTING

ALERTNET RADIO: NEW
(1) 7450XL – four channel radio
(1) 7094 – Intellitap full data module
(1) 1640 – Class II plug in power supply

SCOPE OF WORK:

- Install the new hardware
- Connect existing temperature controller to new alarm control panel and test

MONITORING SERVICES:

24-hour monitoring of all alarm signals transmitted to our central station over the Honeywell cellular network.

INSTALLATION OF NEW EQUIPMENT: $1,200.00

*** MONTHLY MONITORING: $75.00**

*** Includes "AlertNet" private radio and Honeywell cellular service.**

ACCEPTED BY_____

TITLE_____

DATE_____

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 (#1-21)

Date of Request: 9/15/2025
Contract Type: Expense
Renewal Contract: No
Department Name: Facilities
Department Contact: Misty Witmer
Description: Consideration for authorization to utilize HVAC Mechanical services of Texas LTD to provide labor & materials for BAS system upgrade for League city Annex as submitted by Facilities.

7) **PEID No: 706976**
8) **Req No: 1101**
9) **Orgkey: 170100**
10) **Object Code: Repairs and Maintenance- Buildings**
11) **Vendor: HVAC MECHANICAL SERVICES OF TEXAS LTD**
12) **Vendor Contract No: SC-0000452**

Expenditure Budget/Revenue Projections

13) **Fund Name: General**
14) **Fund #: 1101**
15) **Current Year Budgeted: $37,458.00**
16) **Current Year Projected:**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 9/15/2025
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 9/14/2026
26) **Contract # Issued by Purchasing Department: 234333**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Lauren Michaels	Approve	9/4/25 1:56 pm
2	Misty Witmer	Approve	9/4/25 2:10 pm
3	Melissa Fleming	Approve	9/4/25 4:07 pm
4	Veronica Van Horn	Approve	9/4/25 4:11 pm
5	Diana Huallpa	Approve	9/4/25 4:49 pm
6	Sergio Cruz	Approve	9/4/25 5:09 pm
7	Veronica Van Horn	Approve	9/4/25 6:11 pm

Hunton Services

High Performance Buildings for Life

Galveston County Service Proposal

Choice Partners Contract 22/049MF-11

Authorized Warranty Service
TACLA009290C
MPL38267

TRANE

5622 Luce St
Houston, TX 77087

p. 713.643.8336
f. 713.583.6519

customerservice@huntongroup.com
www.huntonservices.com

Quote No. QUO-58509-D1C1W2-R2
Date: 9/3/2025

To: Galveston County
174 Calder Dr
League City Tx 77573

As the Trane™ Company's authorized service provider for southeast Texas, we are pleased to offer the following proposal:

Scope of work:

Labor and Materials to provide a Trane SC+ controller to replace the JCI SNE. The Trane SC+ will communicate to the existing JCI BACnet controllers. Existing floor plan graphics will be reutilized. All equipment graphics will be Trane standarized euipment graphics. The mechanical equipment that the JCI controllers control are as follows:

16 VAV controller on the 1st floor
19 VAV controllers on the 2nd floor
2 VAVAHU's
Central Plant
Hot water System

Miscellaneous points include:

Generator Status
MDF Room Temperature/humidity
Emergency Shutdown Switch
KW meter interface

The Tracne SC+ controller will be added to the existing Galveston County Trane system and will be accessible through Trane Ensemble.

Total price for labor and materials for above scope $37,458.00

Exclusions:

1. The above price does not include sales tax. Taxes will be billed in addition at the time of job completion unless Hunton Services is furnished a Tax Exemption Certificate.
2. This quotation is based on straight time labor unless indicated otherwise.
3. Any additional work not covered by the scope of this proposal will require written authorization by the customer before Hunton Services can proceed.
4. All freight charges incurred by Hunton Services will be billed with a 15% surcharge.
5. This proposal is firm for thirty (30) days unless stated otherwise.
6. See 'Service Terms and Conditions' for terms and conditions of sale.

Mike Tabb
Facilities Service Sales
5622 Luce St., Houston, TX 77087
Office: 713-643-8336
Mobile: 713-530-0439
Email: MTabb@huntongroup.com

Hunton Services

High Performance Buildings for Life

The proposal and the terms and conditions contained herein are accepted and Hunton Services is authorized to proceed with the work.

Date: _____

P.O. Number: _____

SERVICE
TERMS & CONDITIONS

GENERAL:
This transaction is expressly limited to the terms and conditions stated herein. No other warranty may be offered or modified without the express written consent of an officer of Hunton Services, hereafter referred to as "the Company".

ACCEPTANCE:
The company reserves the right to review credit prior to acceptance. If credit is not approved and/or alternative terms cannot be agreed to, the order shall be cancelled without liability.

PAYMENT:
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SHIPPING:
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The warranties set forth herein are in lieu of all other warranties, expressed or implied, whether written or oral, including warranties of merchantability and fitness for a particular purpose.

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Type of Sale

Equipment/Parts: The Company warrants equipment/parts for the period as covered by the manufacturer.

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Chillers: Air & Water Cooled

- Routine maintenance/Coil cleaning
- Complete turnkey replacements
- Vibration & oil analysis
- Eddy current testing
- Controls
- Routine operations log
- Annual stop inspection
- Tube brushing
- Major & minor repair work

Air Handling Units

- Complete Refurbishment vs Replacement
- Maintenance/Coil cleaning
- Alignment & vibration analysis
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- Drain line & P-trap maintenance
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- Variable air volume (VAV) maintenance
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- Laboratory fume hoods
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- Service and Repairs
- Maintenance
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- Backflow Prevention
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Building Automation Systems

- Open protocol, Internet based systems
- Connected buildings through fiber optics
- Hunton Smart Services
- Complete turnkey retrofits
- Building automation systems R&M
- Internet remote access
- Building control units (BCU)
- Thermostats/sensors
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- Software programming
- Variable frequency drives (VFD)
- Retro-recommissioning
- Energy management services

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- Rental chillers
- Air conditioning units w/electric heat
- Portable air conditioning units
- Air handling units
- Cooling towers
- Diesel generators
- Transformers, pumps, flexible duct & hose
- Heaters, humidifiers & compressors

Refrigeration

- Ice machines
- Freezers/coolers - cafeterias & labs

Indoor Air Quality (IAQ)

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- Internal air duct inspection (robot)
- Air duct cleaning & sanitation
- Ultraviolet lighting
- Photo-catalytic filtration
- Dust collection & exhaust

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- Alignment
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Fabrication/Modification

- Explosion proofing Class I, Division II
- Weather proofing
- Structural skids & protective coatings
- Custom designed air handling systems
- & pressurization
- Packaged central plants
- Custom fabrication/modification

Industrial Plant Services

- Unitary HVAC Comfort Cooling
- Process Absorption Chillers
- Process Ammonia Chillers
- Process Centrifugal, Scroll and Screw Chillers
- Compound and Cascade Systems
- Multi-stage Centrifugal Systems (nominal and low pressure)
- Cooling Tower Repair
- Multi-stage Gas Compression

OEM Benefits

- We coordinate with National Trane to support you and your needs
- Firm and/or expedited delivery schedules
- Packaging with value added services/rebates
- Issue(s) or problem resolution
- Technical assistance (factory direct)
- Awareness of latest equipment and controls upgrades/updates
- OEM exclusive distributor and Trane Warranty Service Provider

Full Service Provider Benefits

- Energy solutions achieves greater value received yielding sustainable future value
- Increased coordination and tighter control through engineered systems integration
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- Reduced downtime cost man hours spend by owner in oversight
- Extensive amount of expertise, knowledge, and experience; making Hunton Services a true full-service turnkey solutions and service provider

5622 Luce Street, Houston, TX 77087
PHONE-713.643.8336 ● FAX- 713.583.6519

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 (#1-21)

Date of Request: 8/28/2025
Contract Type: Expense
Renewal Contract: Yes
Department Name: Professional Services
Department Contact: Veronica Van Horn
Description: Bond renewals for Constables Office Pct. 1-Pct. 4 & Sheriff's Office

7) **PEID No:**
8) **Req No:**
9) **Orgkey: 6130-151431**
10) **Object Code: 5491701**
11) **Vendor: GIA**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: Self Insurance**
14) **Fund #: 6130**
15) **Current Year Budgeted:**
16) **Current Year Projected: $1,366.00**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 9/30/2025
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 9/30/2026
26) **Contract # Issued by Purchasing Department: 233863**

NOTES: HB1295 Requested

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	8/28/25 11:35 am
2	Melissa Fleming	Approve	8/29/25 11:22 am
3	Veronica Van Horn	Approve	8/29/25 11:43 am
4	Diana Huallpa	Approve	9/2/25 4:51 pm
5	Sergio Cruz	Approve	9/4/25 9:04 am
6	Veronica Van Horn	Approve	9/4/25 11:04 am

INSURANCE

SINCE 1892

Business Insurance Proposal

For:

County Of Galveston & Galv Cty Comm Court

08/20/2025

THANK YOU FOR YOUR BUSINESS!

We are pleased to enclose a presentation for the above referenced policy or line(s) of coverage. We would like to point out that this presentation outlines a few of the coverage and/or limitation features of the coverage line(s) being presented, others may apply. We strongly encourage you to review the presentation closely and call us should you have any questions or concerns. Please remember that the extent of any insurance provided to you is at all times governed by the complete terms and conditions of the issued policy itself. This presentation does not constitute coverage. You must sign and return all required documentation along with payment for the premium before a request for coverage can be made to the insurance company.

We would also like to remind you that your exposure to a loss may exceed your current limits. Higher limits may be available.

GIA offers a full line of insurance products including Employee Benefits to help meet all your insurance needs.

If you have ANY questions concerning this presentation or any other insurance matter, please let us know.

Service Team

Name	Title	E-mail
Stephanie Rippard	Account Manager	Stephanie.Rippard@gia-tx.com

Premium Summary

____Initial

Coverage Type	Premium	Company (Carrier)	Admitted or Non-Admitted
Bond – Constable Prec. 1	$158.00	Merchants Bonding Co.	Admitted
Bond – Constable Prec. 2	$210.00	Merchants Bonding Co.	Admitted
Bond – Constable Prec. 3	$193.00	Merchants Bonding Co.	Admitted
Bond – Constable Prec. 4	$210.00	Merchants Bonding Co.	Admitted
Bond – Sheriff	$595.00	Merchants Bonding Co.	Admitted
~~Bond – Road Admin.Lee Crowder~~	~~$178.00~~	~~Merchants Bonding Co.~~	~~Admitted~~

Premiums displayed are inclusive of all surcharges, taxes, fees and commissions as provided at the time of this proposal. Any changes made to your coverages may result in these premiums being adjusted.

Minimum Earned Premium Agreement

I understand that my policies are subject to minimum earned premium. This amount plus all applicable fees and taxes are due before binding. The money collected for minimum earned premium will not be refundable for any reason.

Premium Audit Disclosure

Commercial General Liability and Workers' Compensation premium is based upon estimated exposures during the policy period and is subject to audit by the Insurance Company at policy expiration which could result in additional premium due.

Payment Options:

Coverage premium written on a direct bill basis are the sole responsibility of the insured. Premiums will be billed directly from the insurance carrier. Finance options are available upon request.

You can pay for the policy via our ePay Website: https://gia-tx.epaypolicy.com

ePay charges apply: ePay charges apply: ACH Fee 1% up to $10 max (per transaction) and 3.50% for credit card payments.

Named Insured

____Initial

Named Insured

Named Insured
County Of Galveston & Galv Cty Comm Court

Public Official Position Schedule Bonds

____Initial

9/30/2025 – 9/30/2026

Principal	Positions	Total Positions	Obligee	Bond Amount
Constable Precinct 1	7 Deputy Constables 1 Part-Time Deputy Constable 1 Reserve Deputy Constable	9	Galveston Co Constable Prec. 1	$45,000
Constable Precinct 2	6 Deputy Constables 1 Part-Time Deputy Constable 4 Reserve Deputy Constables 1 Clerk	12	Galveston Co Constable Prec. 2	$60,000
Constable Precinct 3	9 Deputy Constables 2 Reserve Deputy Constable	11	Galveston Co Constable Prec. 3	$55,000
Constable Precinct 4	7 Deputy Constables 5 Reserve Deputy Constables	12	Galveston Co Constable Prec. 4	$60,000
Sheriff	34 Officers	34	Governor of Texas	$170,000

____Initial

Public Official Bond 9/30/2025 – 9/30/2026

Principal	Position	Obligee	Bond Amount
Lee Crowder	Road Administrator	Galveston County Judge	$10,000

WILL NOT RENEW

____Initial

DISCLAIMERS

Please remember that the extent of any insurance provided to you is at all times governed by the complete terms and conditions of the issued policy itself.

This presentation is a summary only and does not constitute coverage. You must sign and return all required documentation along with payment for the premium amount due before a request for coverage can be made to the Insurance Company.

From June through November, insurance companies may stop binding coverage when a "tropical disturbance" enters the Gulf of Mexico or Caribbean Sea. In these cases, coverage quoted in this proposal cannot be put into effect until the company lifts its binding restriction.

Notice regarding Values: The replacement cost determined by this form is an estimate based on average construction costs adjusted for regional differences. Actual replacement cost will be determined at the time of loss and may be impacted by the cost of materials, supplies, labor, ordinances or laws, inflation or other factors. This estimate is not a guarantee of replacement cost. For a more accurate estimate of replacement, contact an architect or contractor.

Notice regarding Higher Liability Limits: Your exposure to a liability loss may exceed your limits and even those quoted here. Higher liability limits may be available. Please let us know if you would like additional information or a quote.

Texas Windstorm Insurance Association (TWIA) / National Flood Insurance Program (NFIP) - State & Federal programs with uniform rates. Differences in premiums from different agents indicate a difference in coverage and/or rating information. Contact us for an explanation.

TWIA:
Building & contents deductibles apply separately per occurrence.

* ICC: Increased Cost of Construction – When covered structure is wind/hail damaged and when required by enforcement of any ordinance & laws, pays increased costs incurred to:

- Demolish, rebuild or repair wind/hail damaged part of structure to current building codes.
- Demolish and rebuild undamaged part of covered structure if required due to wind/hail damage of structure.
- Remove or replace portion of undamaged part of structure necessary to repair or replace damaged part.
- Increased Cost of Construction to meet current windstorm building codes needed to maintain wind insurance through TWIA.

____Initial

* There is no automatic coverage for detached buildings or structures located wholly or partially over water. If coverage is desired for these structures, they must be specifically insured by being listed on the policy with a premium charged.

*Wind-Driven Rain Coverage is not available with TWIA for Commercial Properties.

Minimum Retained Premium applies: For policies effective 9/1/23 and after, when a policy is cancelled by the policyholder, TWIA retains the entire annual premium, unless the policy was cancelled for one of the following reasons: purchase of similar coverage in the private market, death of the policyholder, total loss of the property, or sale of the insured property.

NFIP:
Flood deductibles (building/contents) apply separately.

Flood Insurance policies do not provide coverage for Additional Living Expenses.

30-day waiting period (from date of application and payment to company) if Flood insurance not required by Mortgage Company.

Our Agency may provide certain services that you request or that are necessary to place or maintain your insurance. Sections 550.001, 4005.003 and 4005.004 of the Texas Insurance Code authorize us to charge a fee for services if we obtain your written consent prior to providing the service or incurring the expense. The fee may be charged in addition to any commission we may receive from the insurance company providing the insurance coverage. This amount will be included in the total premium quoted for this policy.

This is neither a contract nor part of any contract. It is meant as a summary description providing a broad overview of the policy form(s). Coverage under any policy is subject to the specific terms, conditions and exclusions applicable to that policy. You should carefully read all applicable policy forms, endorsements and declarations pages to completely understand the coverage available under any insurance policy.

Applicant's Business Name: County Of Galveston & Galveston County Commissioners Court

Applicant's Initials
X

CLIENT AUTHORIZATION TO SECURE COVERAGE AND NON-BINDING COVERAGE DISCLAIMER

Applicant has requested GIA to secure insurance on their behalf as proposed and/or quoted with changes (if any) noted on the "Declination of coverage" page located in this business insurance proposal.

This agreement will confirm that applicant understands and agrees that no insurance policy or coverage shall be effective until an insurance company, in response to the agency's request, issues the policy, binder, endorsement or certificate. Applicant understands and agrees that no action or statement by the agent in accepting this application or attempting to secure the insurance or coverage desired by the applicant shall be construed as binding coverage, or as a promise, or representation, as to when such coverage will, or may, be issued or become effective. This agreement will also apply to any insurance, coverage or endorsements required by applicant to be attached to any policy or certificate of insurance as a result of this application.

Any proposal or quotes offered to the applicant by the agency provide only a summary of the insurance or coverage proposed, the actual policies and other evidences of insurance, as issued by the company are the sole source for coverage, conditions, limitations and exclusions. Applicant confirms that the values, schedules and other data contained on the agency's applications, proposals and quotes have been supplied by the applicant, and/or records he supplied. Applicant acknowledges that they are solely responsible to maintain these records accurately, and agrees and understands that the policies contained in these proposals and quotes may be subject to final audit adjustment. Applicant understands that the final audited policy premium could be subject to change based on the final audit of exposures (such as payrolls, sales, receipts, etc). Further, applicant understands and agrees their authorization to secure coverage may result in a partially or fully earned premium, not subject to adjustment or refund even if coverage is canceled. The undersigned applicant has read and agrees to the provisions of this agreement.

EXECUTED ON (DATE): _____

X

_____ _____

PRINTED NAME SIGNATURE OF APPLICANT

INSURANCE

INVOICE

All premiums payable on or before effective date of policy.

ACCOUNT NO. 00000928 /

DATE August 20, 2025

County Of Galveston & Galv Cty Comm Court
Attn: Veronica Van Horn
722 Moody, 3rd Floor
Galveston, TX 77550

FOR: _____

$_____
PAYMENT ENCLOSED

PROPOSED EFFECTIVE DATE	PROPOSED EXPIRATION DATE	QUOTE / POLICY #	DESCRIPTION	AMOUNT
9/30/2025	9/30/2026	TX698817	Bond Renewal – Constable Prec. 1	$158.00
9/30/2025	9/30/2026	TX698818	Bond Renewal – Constable Prec. 2	$210.00
9/30/2025	9/30/2026	TX698819	Bond Renewal – Constable Prec. 3	$193.00
9/30/2025	9/30/2026	TX698820	Bond Renewal – Constable Prec. 4	$210.00
9/30/2025	9/30/2026	TX698825	Bond Renewal – Sheriff	$595.00
~~10/4/2025~~	~~10/4/2029~~	~~TX5106853~~	~~Bond Renewal – Road Admin. Lee Crowder~~	~~$178.00~~
			PLEASE MAKE CHECK PAYABLE TO GIA **Thank you!** **PAYMENT DUE BY** **Thursday September 25th, 2025** **TO AVOID A LAPSE IN COVERAGE.**	
			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	~~**$1,544.00**~~ **$1,366.00**

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
*21.

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

Consideration of authorization for the County Judge to sign contract for election services between Galveston County Municipal Utility District No.58 and the Galveston County Elections Division submitted by the County Clerk

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	9/4/25 3:05 pm

Docusign Envelope ID: D1CE0E23-E6FE-4824-A136-91520F7CEE59

Contract for Election Services

Local Entity Countywide Vote Center Elections

This Contract is made and entered into this 3rd day of September, 2025 by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County (herein known as "Galveston County") and _____ on behalf of Galveston City MUD #58 ("Entity").

This Contract is being entered into pursuant to Texas Election Code, Chapter 31, Subchapter D for the purpose of ensuring that Galveston County and the Entity understand the tasks each is to perform in connection with the following election and any subsequent runoff election, to-wit:

Purpose of Election: Bond and Operation and Maintenance Tax Election

November 4, 2025
Election Date

TBD BY TEXAS SOS
Runoff Election Date

Early Voting will be held on **October 20- 24, 2025** from 8 a.m. to 5 p.m., **October 25, 2025** from 7 a.m. to 7 p.m., **October 26, 2025** from 1 p.m. to 7 p.m. and **October 27th – October 31st, 2025** from 7 a.m. to 7 p.m. On Election Day, the polls will be open from 7 a.m. to 7 p.m.

1. **Duties and Services of Galveston County.** Galveston County shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and any subsequent runoff election.

1.1. Program, or arrange to have programmed, the ballot.

1.2. Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Texas Election Code §127.096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127.096-127.098 and §§129.021-129.023. The first test shall be conducted at least five days prior to the election where possible. In addition, it will be performed during normal business hours and open to the public.

1.3. Provide all election services, as required by law, for all portions of Galveston County.

1.4. Provide technical and equipment support for the electronic poll pads, voting machines and equipment being provided to the Entity. In the event there is an equipment failure Galveston County shall try to remedy the problem over the phone. If unable to do so, will dispatch to locations within Galveston County the appropriate technical support personnel and equipment to correct the failure.

1.5. On behalf of the Entity, obtain Official Voter Registration lists from the Voter Registrar to be used during Early Voting and on Election Day.

[See Section 2.3 below]

1.6. Provide Ballot by Mail services for the Entity.

1.7. Hire Judges, Alternate Judges, and clerks to serve as election workers at the various polling locations. Workers will be paid in accordance with Section 5 of this contract and will be required to complete election training (at the discretion of the Elections Division) as a prerequisite for serving. Workers will be paid for attending training.

1.8. Select the countywide vote center polling locations in coordination and assistance with the Entity and with the approval of Galveston County Commissioners' Court. Entity will be required to provide voting locations as may be needed within their jurisdiction. Polling locations must be in compliance with Chapter 43 of the Texas Election Code.

1.9. Provide the Entity ****and where possible the candidates running for office,*** a sample ballot for them to proof and approve or provide corrections.
[See sections 2.6 and 2.7 for related information]

****The Entity will be responsible for providing Galveston County with the email and contact information for each candidate who will be on the ballot.***

1.10 As required by §67.017(b) and the Secretary of State's Office, Galveston County will provide all reports needed to the Entity so they can submit precinct-by-precinct reports no later than the 30th day after Election Day.

For additional Duties of Galveston County see section **(5) Fee Schedule of Galveston County** below.

2. ***Duties and Services of the Entity.*** The Entity will be responsible for performing the duties and services set forth in this section and will consummate this contract **on or** before **July 31, 2025**. Contracts submitted after this date will require a $500 fee, which ***will be non-refundable regardless of whether the Entity cancels its election.***

2.1. Prepare and submit any required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election.

2.2. Publish notices of the election in accordance with Section 4.003(a) of the Texas Election Code.

2.3. Provide Galveston County with the Entity's requirements for Official Voter Registration lists for early voting and Election Day.

2.4. In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to Galveston County.

2.5 It is understood that the Entity may need to modify its election order after **August 22, 2025**, to reflect the actual early voting and Election Day polling locations once the final determination has been made as to which entities will actually be holding an election.

If the Entity wishes to select additional polling locations within its footprint, it will submit a list and the contact information for each facility to Galveston County by **July 31, 2025**. Regardless of who selects the polling locations the Entity shall comply with Texas Election Code §43.062, and shall notify prospective voters of the new location by placing a notice at the old polling location and a notice at the new polling location.
[See Section 1.7 for additional information on the selection of countywide polling places]

2.5. Provide to Galveston County the language for any ballot propositions, the names of election contests, the names of candidates, as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed "Requirements to Program the Ballot" form. These materials will be provided in an electronic form to Galveston County by **no later than August 25, 2025**. All language on the ballot must be provided in both English and Spanish in a MS Word format. Any other languages required by law, must also be provided in a MS Word format as well (e.g., Harris County, Chinese and Vietnamese). In addition, the Entity will collect and provide to Galveston County the names, addresses, phone numbers and email addresses of all the candidates who are to appear on its ballot. This information will be used to send candidates copies of the ballot proofs for their review. ***[See Section 1.8]***

2.6. Return to Galveston County, by **September 11, 2025 12 p.m.**, confirmation that the sample ballots Galveston County has prepared and provided to the Entity are satisfactory or provide changes that need to be made. Galveston County intends to conduct the L&A test on the Entity's ballot no later than **September 16, 2025 at 9a.m.**

The Entity shall have a representative present during the testing who will sign an affidavit signifying the ballot proofs are accurate and acceptable to the Entity. If unable to attend, a representative may send a signed electronic response approving the ballot. ***[See Section 1.8 for related information on ballot proofing]***

2.7. Galveston County will be conducting elections for numerous Entities on the same day. The parties understand that each election has its own challenges and requirements and that failure to provide the information outlined in Section 2 of this contract by the dates specified will place an undue burden on Galveston County that may hinder the ability to provide the services to the Entity in a timely and accurate manner. ***Should the Entity miss the deadlines, and/or fail to notify the County of any special circumstances (e.g., adding portions of another county to their election, additional languages required, or unopposed candidates on the ballot) there may be additional charges incurred, up to $1,000.00 and additional labor and material costs, to be determined by the Chief Deputy of Elections. Should Galveston County be unable to provide the services in a timely and accurate manner the Entity, to the extent allowed under the Constitution and Laws of the State of Texas, shall hold Galveston County and employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.***

2.8. Unless otherwise stipulated, Galveston County will transport or have the Presiding Election Judges transport on its behalf, the voting machines and equipment to and from the Entity's early voting and Election Day voting locations.

2.9. Monitor, with the assistance of Galveston County, the overall conduct of its election in Entity's jurisdiction including the observation of the tabulating of the results.

2.10. Entity to pay a **$125** fee per early voting and Election Day polling locations within its jurisdiction for additional support staff to provide the Entity and its Judges election support services throughout the term of this contract.

3. **Cancellation of Contract:** Except for contracts consummated after **July 31, 2025**, the Entity may cancel this contract without incurring any expenses by notifying Galveston County of its intention to cancel by no later than two (2) business days after its candidates' filing deadline of **August 22, 2025.** The Entity will be obligated to pay Galveston County a **$500** fee if cancelled after this grace period.

4. **Special Provision: Bilingual Poll Worker Requirements.** Galveston County is permanently committed to:

a) Provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots," that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43 U.S.C. 1973b(f)(4); and

b) Ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA.

5. **Fee Schedule of Galveston County:** Galveston County agrees to perform these services at the following rates:

a) Provide to the Election Judges all necessary election supplies, which are to be returned to Galveston County after the polls close on Election Night.
Cost: $100 per kit

b) Arrange for staff to receive the supplies and equipment being returned by the Election Judges on Election Night.
Cost: Overtime for staff and part time workers hired to provide this service will be evenly split between the entities contracting with Galveston County.

c) Provide all necessary voting machines and equipment for use at early voting and Election Day locations.
Cost: $465 per Verity Duo, $506 per Verity Controller, $577 per Verity Duo with access, $610 per Verity Scanner and $150 per Verity Duo Go.

d) Transport the voting machines and equipment to and from the voting locations.
Cost: $200 delivery per location

e) Program the ballot and conduct the Logic and Accuracy Testing of the counting equipment.
Cost determined by the number of contests on the ballot: $1500 for up to 5, $2530 for up to 10, $3,300 for up to 20, $4,180 for up to 40 and $5280 for up to 75, and $6720 for up to 100 contests.

f) Provide a central counting station, supplies, equipment and the tabulating and supervisory personnel needed to tabulate. Prepare the unofficial tabulation results and unofficial/official canvass report.

Cost: $1000 for use of the equipment plus overtime for county employees doing the tabulation if applicable.

g) Assist the Entity in the general overall supervision of the election and any subsequent runoff election.
Cost: Included in the 10% election fee

h) Conduct early voting and Election Day Voting training.
Cost: $75 per person per class

i) Two or more electronic **poll pads** will be deployed (at the discretion of the Elections Division) to each polling location.
Cost $100 per poll pad

j) Galveston County will partner with the Entities to determine the polling locations within their jurisdictions.

k) Hire judges, alternate judges, and clerks that are trained by Galveston County and are registered voters from within one of the jurisdictions holding an election.
Cost: Total amount reimbursable by the Entity.

l) Elections Mobile App: Entities contracting elections with Galveston County will have their election information included on the Elections Mobile App.
Cost: up to $500.

m) The cost for all printed ballots (ballots by mail, sample ballots and test ballots) is **$.50** per sheet.

n) Ballots by Mail: Galveston County will provide ballot by mail processing services to the Entity. ***The cost for this service is $4.00 per ballot ($4.50, if a multi-page ballot)***.

o) The Entity may have an observer present during the tabulation of the votes. The name and contact information of the observer must be provided to and approved by the Presiding Judge of the Central Count Station on the form prescribed by the Texas Secretary of State upon arrival at the location.

6. Compensation, Billing, and Payment. In accordance with Section 31.100(d) of the Texas Election Code, the Entity will pay Galveston County the greater of Seventy-Five ($75.00) Dollars or ten percent (10%) of the total amount of this contract for general supervision of the election. Pursuant to Texas Election Code §31.098, Galveston County may contract with third persons for election services and supplies agreed to herein and the Entity hereby agrees to pay for these third-party costs when invoiced by Galveston County.

Galveston County will invoice the Entity for services rendered under this contract. The Entity will make payment to Galveston County in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act.

7. Voting System. The Hart Intercivic Verity Duo equipment as approved by the Texas Secretary of State will be the voting system used in providing services under this contract.

8. Authorized Representatives. Galveston County's authorized representative for all purposes of this contract is its Chief Deputy Clerk for Elections.

The Entity's authorized representative for all purposes of this contract is:

Name _____ Phone # _____

9. General Provisions. As specified in Texas Election Code §31.096 this contract may not change:

a) The authority with whom applications of candidates for a place on a ballot are filed;

b) The authority with whom documents are filed under Texas Election Code §251.001 et. seq.; or

c) The political subdivision's requirement to maintain office hours under section 31.122.

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this contract is executed Galveston County shall file a copy of this contract with the County Treasurer and the County Auditor.

10. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic Verity Duo System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of Galveston County it might fail during an election or might contain errors. The Entity agrees that should the electronic voting system fail, it will not make any claim against Galveston County or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error.

The Entity acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. Galveston County and its employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur. Accordingly, the Entity agrees that should an error or mishap occur that it will not make any claim against Galveston County, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Entity for having to conduct a second election, as a result of such error or mishap.

If legal action is filed against the Entity involving its election and if Galveston County is named as a party to this legal action and the complaint is based solely on allegations made against the Entity, the Entity shall be solely responsible for all costs and defense of that suit. In addition, the Entity shall be required to provide adequate legal counsel for Galveston County and, upon notice to the Entity, Galveston County shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself.

For purposes of implementing this contract, Galveston County and the Entity designate the following individuals to submit and/or receive information or notices to Galveston County or the Entity:

Galveston County:
Dwight D. Sullivan, County Clerk
Attention: Wendi Fragoso, Chief Deputy of Elections
Galveston County Records and Election Center
10000 Emmett F. Lowry Expressway, Suite 1152
Texas City, TX 77591

P.O. Box 17253
Galveston, Texas 77552-7253
409-770-5108
Email: Wendi.Fragoso@co.galveston.tx.us

Entity:

_____

_____ *Phone:* _____

_____ *Email:* _____

This contract will be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item.

11. **Galveston County Title VI Assurance Clause.** Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy Galveston County requires its service providers and contractors to agree that during the performance of this contract the service provider or contractor for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations. During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as "contractor") agrees as follows:

1) **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.

2) **Nondiscrimination**. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination

prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.

4) **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

   a) withholding of payments to the contractor under the contract until the contractor complies, and/or

   b) cancellation, termination, or suspension of the contract, in whole or in part.

6) **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Executed this _____ day of _____, 20___.

Galveston County:

_____
Dwight D. Sullivan
County Clerk

Entity:

Signed by:
Jaena Hong
0486429FCA4D449...

Name: Jaena Hong _____
(Please Print)

_____
(Signature)

( ) City Manager ( ) Mayor
( ) Superintendent ( ) President
( ) City Secretary ( ) Other
( ) Chair County Executive Committee

Received and Filed:
Galveston County

_____
Hon. Mark Henry
County Judge
Attest:

_____
Dwight D. Sullivan
County Clerk

Date: _____

Date Copy of Agreement Furnished
to County Treasurer: _____

Date Copy of Agreement Furnished
to County Auditor: _____

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*22.

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

Contract Approval Request Form

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

Date of Request: 9/3/2025
Contract Type: Expense
Renewal Contract: Yes
Department Name: District Attorney
Department Contact: Zonia Wilturner Smith
Description: Prosecutor for MHMR

7) **PEID No: 711352**
8) **Req No:**
9) **Orgkey: 127100**
10) **Object Code: 5413000**
11) **Vendor: Christopher Johnsen**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: Contract Legal Services**
14) **Fund #: 11011271005413000**
15) **Current Year Budgeted: 66,000**
16) **Current Year Projected: 66,000**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 10/1/2025
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 9/30/2026
26) **Contract # Issued by Purchasing Department: 234267**

NOTES: HB1295 Requested

Approval History

Seq #	Approver	Action	Action Date
1	Jack Roady	Approve	9/4/25 10:37 am
Notes:	Approved per Jack Roady - DGM		
2	Melissa Fleming	Approve	9/4/25 11:21 am
3	Veronica Van Horn	Approve	9/4/25 11:28 am
4	Diana Huallpa	Approve	9/4/25 3:18 pm
5	Sergio Cruz	Approve	9/4/25 3:25 pm
6	Veronica Van Horn	Approve	9/4/25 4:05 pm

CONTRACT TO PROVIDE MENTAL HEALTH COURT-APPOINTED SERVICES TO GALVESTON COUNTY PROBATE COURT

1. The parties to this agreement are Jack Roady, Criminal District Attorney of Galveston County, and Christopher Johnsen.
2. The term of this agreement begins on October 1, 2025, and terminates on September 30, 2026 and may be cancelled by any of the parties conditioned upon one (1) week written notice to the other parties.
3. Pursuant to Section 571.016 of the Health and Safety Code, Criminal District Attorney Jack Roady agrees to appoint Christopher Johnsen to the position of Special Prosecutor to represent the State in all mental health proceedings, cases for court-ordered chemical dependency treatment and/or intellectual disability commitments in Galveston County, Texas.
4. Christopher Johnsen agrees to represent the State of Texas as Special Prosecutor in all mental health proceedings, cases for court-ordered chemical dependency treatment and/or intellectual disability commitments governed by the Texas Mental Health Code which are conducted in Galveston County, Texas, including the preparation of all necessary forms/documents.
5. This agreement is based on an average of, but not limited to, a minimum of thirty-two hours work per week.
6. Travel/transportation costs incurred by Christopher Johnsen necessary to perform these services are not reimbursed by the County.
7. Equipment costs (such as computer, telephone, and fax machine) are not reimbursed by the County.
8. In consideration for the services stated above, Christopher Johnsen will be paid $5,500.00 per month by Galveston County.
9. In the event Christopher Johnsen is temporarily prevented by illness or emergency from performing his duties outlined above, the Office of the Criminal District Attorney will represent the State of Texas in the proceedings and such representation will not include preparation of mental health commitment paperwork. It is the responsibility of Christopher Johnsen to contact the Office of the Criminal District Attorney any time he is prevented from performing his duties to ensure that he has an agreement for a substitute prosecutor to act in his absence.
10. In the event Christopher Johnsen is temporarily prevented by illness or emergency from performing his duties outlined above, it shall be the responsibility of Christopher Johnsen, including fees/costs, to provide a qualified substitute to prepare all mental health commitment paperwork during his absence.
11. In the event Christopher Johnsen is prevented by illness or emergency from performing his duties outlined above for any extended period of time, the Office of the Criminal District Attorney will withhold payment to Christopher Johnsen for such period.

Agreed to on the 8th day of April, 2025.

Christopher Johnsen

Jack Roady, Criminal District Attorney
Galveston County, Texas

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*23.

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

Contract Approval Request Form

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

Date of Request: 9/3/2025
Contract Type: Expense
Renewal Contract: Yes
Department Name: District Attorney
Department Contact: Zonia Wilturner Smith
Description: JP Prosecutor Contract

7) **PEID No: 134270**
8) **Req No:**
9) **Orgkey: 127100**
10) **Object Code: 5413000**
11) **Vendor: J.T. Ted Mora**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: Contract Legal Services**
14) **Fund #: 1101**
15) **Current Year Budgeted: 40,000**
16) **Current Year Projected: 40,000**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 9/15/2025
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 9/30/2026
26) **Contract # Issued by Purchasing Department: 234271**

NOTES: HB1295 to be requested

Approval History

Seq #	Approver	Action	Action Date
1	Jack Roady	Approve	9/4/25 10:37 am
Notes:	Approved per Jack Roady - DGM		
2	Melissa Fleming	Approve	9/4/25 11:31 am
3	Veronica Van Horn	Approve	9/4/25 11:53 am
4	Diana Huallpa	Approve	9/4/25 3:22 pm
5	Sergio Cruz	Approve	9/4/25 3:26 pm
6	Veronica Van Horn	Approve	9/4/25 4:02 pm

CONTRACT TO PROVIDE PROSECUTOR SERVICES
TO GALVESTON COUNTY CRIMINAL DISTRICT ATTORNEY

1. Parties to this agreement are Jack Roady, Criminal District Attorney of Galveston County, and J.T. "Ted" Mora, Jr.
2. The term of this agreement begins on the date agreed/signed and terminates on September 30, 2026, and may be cancelled by any of the parties conditioned upon one (1) week written notice to the other parties.
3. Criminal District Attorney Jack Roady agrees to appoint J.T. "Ted" Mora, Jr. to the position of Special Prosecutor to represent the State in all proceedings in all of the Justice of the Peace Courts in Galveston County, Texas, on an as-needed basis.
4. J.T. "Ted" Mora, Jr. agrees to represent the State of Texas as Special Prosecutor in all proceedings in all of the Justice of the Peace Courts in Galveston County, Texas, on an as-needed basis, including the preparation of all necessary forms/documents, approval of peace bonds, and prosecution of court and jury trials.
5. This agreement is based on an average of, but not limited to, a minimum of twenty hours work per week.
6. Travel/transportation costs incurred by J.T. "Ted" Mora, Jr. necessary to perform these services are not reimbursed by the County.
7. Equipment costs (such as computer, telephone, and fax machine) are not reimbursed by the County.
8. In consideration for the services stated above, J.T. "Ted" Mora, Jr. will be paid $1,538.46 bi-weekly by Galveston County.
9. In the event J.T. "Ted" Mora, Jr. is temporarily prevented by illness or emergency from performing his duties outlined above, the Office of the Criminal District Attorney will represent the State of Texas in the proceedings. It is the responsibility of J.T. "Ted" Mora, Jr. to contact the Office of the Criminal District Attorney any time he is prevented from performing his duties to insure that he has an agreement for a substitute prosecutor to act in his absence.
10. In the event J.T. "Ted" Mora, Jr. is prevented by illness or emergency from performing his duties outlined above for any extended period of time, the Office of the Criminal District Attorney will withhold payment to J.T. "Ted" Mora, Jr. for such period.
11. J.T. "Ted" Mora, Jr. will abide by all policies and procedures set out by the Galveston County Criminal District Attorney's Office and Criminal District Attorney Jack Roady.

Agreed to on April 9th, 2025.

J.T. "TED" MORA, JR.

Jack Roady, Criminal District Attorney
Galveston County, Texas

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*24.

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

Consideration of approval of Solarwinds Hybrid Cloud Observability Advanced Renewal with SHI Govt Solutions submitted by Information Technology

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	9/3/25 4:41 pm
Notes:	No need for CAR Purchase Order issued to avoid disruption of service PO-0005427-vvh		
2	Dianna Martinez	Approve	9/4/25 6:19 pm

Pricing Proposal
Quotation #: 26551443
Created On: 8/21/2025
Valid Until: 9/12/2025

TX-County of Galveston

Brian Brownson
1353 FM 646 West
Suite 201
Dickinson, TX 77539
United States
Phone: 4097662517
Fax:
Email: brian.brownson@galvestoncountytx.gov

Client Solutions Manager

Teresa Sapichino
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-564-8240
Fax:
Email: Teresa_Sapichino@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	SolarWinds Hybrid Cloud Observability Advanced A750 (up to 750 nodes) - Annual Subscription SolarWinds - Part#: 201087HC Contract Name: COTS/Related Services Contract #: DIR-CPO-5241 Coverage Term: 8/29/2025 – 8/29/2026 **Note:** SW41515	1	$35,644.59	$35,644.59
			Total	$35,644.59

Additional Comments

Solarwinds has a no returns policy.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

STATE OF TEXAS

DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

SHI/Government Solutions, Inc.

1 INTRODUCTION

1.1 Parties

This contract for Software, Commercial Off-the-Shelf (COTS) and Related Services (this "Contract") is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and SHI/Government Solutions, Inc., a Domestic For-Profit Corporation (hereinafter "Successful Respondent"), with its principal place of business at 3828 Pecana Trail Austin, Texas 78749.

1.2 Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-570, on February 2, 2023, for Software, Commercial Off-the-Shelf (COTS) and Related Services (the "RFO"). Upon execution of all Contracts, a notice of award for DIR-CPO-TMP-570, shall be posted by DIR on the Electronic State Business Daily.

1.3 Order of Precedence

A. For transactions under this Contract, the order of precedence shall be as follows:
   1. this Contract;
   2. Appendix A, Standard Terms and Conditions;
   3. Appendix B, Successful Respondent's Historically Underutilized Businesses Subcontracting Plan;
   4. Appendix C, Pricing Index;
   5. Exhibit 1, RFO DIR-CPO-TMP-570, including all Addenda; and
   6. Exhibit 2, Successful Respondent's Response to RFO DIR-CPO-TMP-570, including all Addenda.

B. Each of the foregoing documents is hereby incorporated by reference and together constitute the entire agreement between DIR and Successful Respondent.

1.4 Definitions

Capitalized terms used but not defined herein have the meanings given to them in **Appendix A, Standard Terms and Conditions**.

2 TERM OF CONTRACT

The initial term of this Contract shall be up to two (2) years commencing on the date of the last signature hereto (the "Initial Term"), with one (1) optional two-year renewal and one (2) optional one-year renewal (each, a "Renewal Term"). Prior to expiration of the Initial Term and each Renewal Term, this Contract will renew automatically under the same terms and conditions unless either party provides written notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to discuss amendment or non-renewal.

3 OPTION TO EXTEND

Successful Respondent agrees that DIR may require continued performance under this Contract at the rates specified in this Contact following the expiration of the Initial Term or any Renewal Term. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed ninety (90) calendar days. Such extension of services shall be subject to the requirements of the Contract, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written notice to the Successful Respondent.

4 PRODUCT AND SERVICE OFFERINGS

Products and services available under this Contract are limited to the technology categories defined in Request for Offer DIR-CPO-TMP-570 for Software, Commercial Off-the-Shelf (COTS) and Related Services. At DIR's sole discretion, Successful Respondent may incorporate changes or make additions to its product and service offerings, provided that any changes or additions must be within the scope of the RFO.

5 PRICING

5.1 Pricing Index

Pricing to Customers shall be as set forth in **Appendix C, Pricing Index**, and shall include the DIR Administrative Fee (as defined below).

5.2 Customer Discount

A. The minimum Customer discount for all products and services will be the percentage off List Price (as defined below) or MSRP (as defined below), as applicable, as specified in **Appendix C, Pricing Index**. Successful Respondent shall not establish a List Price or MSRP for a particular solicitation. For purposes of this Section, "List Price" is the price for a product or service published in Successful Respondent's price catalog (or similar document) before any discounts or price allowances are applied. For purposes of this Section, "MSRP," or manufacturer's suggested retail price, is the price list published by the manufacturer or publisher of a product and available to and recognized by the trade.

B. Customers purchasing products or services under this Contract may negotiate additional discounts with Successful Respondent. Successful Respondent and Customer shall provide the details of such additional discounts to DIR upon request.

C. If products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract, or (ii) to any other customer under the same terms and conditions provided for the State for the same products and services under this contract, then the price of such products and services under this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Successful Respondent for a quantity of one (1), but does not apply to volume or special pricing purchases. Successful Respondent shall notify DIR within ten (10) days of providing a lower price as described in this Section, and this Contract shall be amended within ten (10) days to reflect such lower price.

5.3 Changes to Prices

A. Subject to the requirements of this section, Successful Respondent may change the price of any product or service upon changes to the List Price or MSRP, as

applicable. Discount levels shall not be subject to such changes, and will remain consistent with the discount levels specified in this Contract.

B. Successful Respondent may revise its pricing by publishing a revised pricing list, subject to review and approval by DIR. If DIR, in its sole discretion, finds that the price of a product or service has been increased unreasonably, DIR may request that Successful Respondent reduce the pricing for the product or service to the level published before such revision. Upon such request, Successful Respondent shall either reduce the pricing as requested, or shall remove the product or service from the pricing list for this Contract. Failure to do so will constitute an act of default by Successful Respondent.

5.4 Shipping and Handling

Prices to Customers shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees may be charged to Customers for standard shipping and handling. If a Customer requests expedited or special delivery, Customer will be responsible for any additional charges for expedited or special delivery.

5.5 Travel Expenses

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of such services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking, and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program. Travel time may not be included as part of the amounts payable by Customer for any services provided under this Contract. The DIR Administrative Fee is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by the Customer. The Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer.

6 DIR ADMINISTRATIVE FEE

A. Successful Respondent shall pay an administrative fee to DIR based on the dollar value of all sales to Customers pursuant to this Contract (the "DIR Administrative Fee"). The amount of the DIR Administrative Fee shall be seventy-five hundredths of a percent (0.75%) of all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.

B. All prices quoted to Customers shall include the DIR Administrative Fee. DIR reserves the right to increase or decrease the DIR Administrative Fee during the term of this Contract, upon written notice to Successful Respondent without amending this Contract. Any increase or decrease in the DIR Administrative Fee shall be incorporated in the price to Customers.

7 INTERNET ACCESS TO CONTRACT AND PRICING INFORMATION

In addition to the requirements listed in **Appendix A, Section 7.2, Internet Access to Contract and Pricing Information**, Successful Respondent shall include the following with its webpage:

A. A current price list or mechanism to obtain specific contract pricing;
B. MSRP/list price or DIR Customer price;
C. Discount percentage (%) off MSRP or List Price;
D. Warranty policies; and
E. Return policies.
F. A link to DIR's list of TX-RAMP certified Cloud Products; and
G. A link to Service Level Agreements for each SaaS product awarded, which, at a minimum, shall include metrics and method for calculating and reporting results for:
    i. service availability.
    ii. recovery time objectives; and
    iii. data loss tolerance levels (also known as recovery point objectives).

8 USE OF ORDER FULFILLERS

8.1 Authorization to Use Order Fulfillers

Subject to the conditions in this Section 8, DIR agrees to permit Successful Respondent to utilize designated order fulfillers to provide products, services, and support resources to Customers under this Contract ("Order Fulfillers").

8.2 Designation of Order Fulfillers

A. Successful Respondent may designate Order Fulfillers to act as the distributors for products and services available under this Contract. In designating Order Fulfillers, Successful Respondent must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. DIR and Successful Respondent will agree on the number of Order Fulfillers that are Historically Underutilized Businesses as defined by the CPA.

B. In addition to the required Subcontracting Plan, Successful Respondent shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.

C. DIR reserves the right to require Successful Respondent to rescind any Order Fulfiller participation or request that Successful Respondent name additional Order Fulfillers should DIR determine it is in the best interest of the State.

D. Successful Respondent shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of this Contract. Successful Respondent shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of this Contract.

E. Successful Respondent may qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Successful Respondent's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the criteria.

F. Successful Respondent shall not prohibit any Order Fulfiller from participating in other procurement opportunities offered through DIR.

8.3 Changes in Order Fulfiller

Successful Respondent may add or remove Order Fulfillers throughout the term of this Contract upon written authorization by DIR. Prior to adding or removing Order Fulfillers, Successful Respondent must make a good faith effort to revise its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Successful Respondent shall provide DIR with its updated Subcontracting Plan and the Order Fulfillers information listed above.

8.4 Order Fulfiller Pricing to Customer

Order Fulfiller pricing to the Customer shall be in accordance with Section 5.

9 NOTIFICATION

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Lisa Massock or Successor in Office
Chief Procurement Officer
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Email: lisa.massock@dir.texas.gov

If sent to Successful Respondent:

Kristina Mann
Senior Manager / Contracts
SHI/Government Solutions, Inc.
3828 Pecana Trail
Austin, Texas 78749
Phone: (908) 547-9471
Email: Kristina_mann@shi.com

10 SOFTWARE LICENSE

10.1 Software License Agreement

A. Customers acquiring software licenses under this Contract shall hold, use, and operate such software subject to compliance with the Software License Agreement. Customer and Successful Respondent may agree to additional terms and conditions that do not diminish a term or condition in the Software License Agreement, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Successful Respondent. Successful Respondent shall make the Software License Agreement terms and conditions available to all Customers at all times.

B. Compliance with the Software License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software License Agreement.

11 CONFLICTING OR ADDITIONAL TERMS

A. The terms and conditions of this Contract shall supersede any additional conflicting or additional terms in any additional service agreements, statement of work, and any other provisions, terms, conditions, and license agreements, including those which may be affixed to or accompany software upon delivery (sometimes called shrink-wrap or click-wrap agreements), and any linked or supplemental documents, which may be proposed, issued, or accepted by Successful Respondent and Customer in addition to this Contract (such additional agreements, "Additional Agreements"), regardless of when such Additional Agreements are proposed, issued, or accepted by Customer. Notwithstanding the foregoing, it is Customer's responsibility to review any Additional Agreements to determine if Customer accepts such Additional Agreement. If Customer does not accept such Additional Agreement, Customer shall be responsible for negotiating any changes thereto.

B. Any update or amendment to an Additional Agreement shall only apply to Purchase Orders for the associated product or service offering after the effective date of such update or amendment; provided that, if Successful Respondent has responded to a Customer's solicitation or request for pricing, any subsequent

update or amendment to an Additional Agreement may only apply to a resulting Purchase Order if Successful Respondent directly informs such Customer of such update or amendment before the Purchase Order is executed.

C. Successful Respondent shall not require any Additional Agreement that: i) diminishes the rights, benefits, or protections of Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of Customer; or ii) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

D. If Successful Respondent attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to this Contract or the Purchase Order between Successful Respondent and Customer, and Successful Respondent will nonetheless be obligated to perform such Purchase Order without regard to the prohibited documents, unless Customer elects instead to terminate such Purchase Order, which in such case may be identified as a termination for cause against Successful Respondent.

12 AUTHORIZED EXCEPTIONS TO APPENDIX A, STANDARD TERMS AND CONDITIONS

No exceptions have been agreed to by DIR and Successful Respondent.

(Remainder of this page intentionally left blank.)

This Contract is executed to be effective as of the date of last signature.

SHI/Government Solutions, Inc.

Authorized By: Signature on File

Name: Kristina Mann

Title: Senior Manager / Contracts

Date: 6/13/2024

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Lisa Massock

Title: Chief Procurement Officer

Date: 6/18/2024

Office of General Counsel: MR

Date: 6/18/2024

Galveston County, Texas
Adopted Budget
Fiscal Year 2025 Contracts

Object	Pri	Description/Comments	Begin Date	End Date	Vendor	Contract Type	New (Y/N) Contract #	Qty	Unit Cost	Requested Budget	Adopted Budget
1101	**Fund**	**General Fund**									
1591	**Department:**	**Information Technology**									
159100	**Division:**	**Information Technology**									
5746100	01	Cisco Flex Collaboration	10/01/2024	09/30/2025	BIDCON	MISCELLANEOUS	N	1	134,000	134,000	134,000
		Cisco Flex Collaboration and Contact Center Yr 5 of 5				Bid and Contract Vendor	TBD				
5746100	01	Microsoft EA Renewal Year 3 of	10/01/2024	09/30/2025	BIDCON	MISCELLANEOUS	N	1	875,000	875,000	875,000
						Bid and Contract Vendor	TBD				
5746100	01	ServiceDesk Plus	10/01/2024	09/30/2025	BIDCON	MISCELLANEOUS	N	1	37,000	37,000	37,000
						Bid and Contract Vendor	TBD				
5746100	01	Solarwinds Subscription	10/01/2024	09/30/2025	BIDCON	MISCELLANEOUS	N	1	37,000	37,000	37,000
						Bid and Contract Vendor	TBD				
5746100	01	Varonis Software Subscription	10/01/2024	09/30/2025	BIDCON	MISCELLANEOUS	N	1	217,000	217,000	217,000
						Bid and Contract Vendor	TBD				
5746100	01	VMWare Subscription	10/01/2024	09/30/2025	BIDCON	MISCELLANEOUS	N	1	185,000	185,000	185,000
		VMWare Subscription (Does not include Horizon)				Bid and Contract Vendor	TBD				
5746100	01	Genetec	10/01/2024	09/30/2025	BIDCON	MISCELLANEOUS	N	1	120,000	120,000	120,000
						Bid and Contract Vendor	TBD				

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 (#1-21)

Date of Request: 9/3/2025
Contract Type: Expense
Renewal Contract: Yes
Department Name: Information Technology
Department Contact: Misty Witmer
Description: Consideration of approval of SymPro Investment Management subscription renewal with SymPro Treasury Management Solutions submitted by Information Technology

7) **PEID No: N/A**
8) **Req No: N/A**
9) **Orgkey: 1101159100**
10) **Object Code: 5419310**
11) **Vendor: SymPro Treasury Management Solutions**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: General**
14) **Fund #: 1101**
15) **Current Year Budgeted: $15,200.00**
16) **Current Year Projected: $10,157.40**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 9/15/2025
23) **Auto Renewal Contract:** Yes
24) **Bid No: N/A**
25) **Contract End Date:** 9/15/2025
26) **Contract # Issued by Purchasing Department: 234306**

NOTES: Initial agreement awarded 07/10/2023 - Item 14 - HB1295 on file - Agreement term is upto five-years.

Approval History

Seq #	Approver	Action	Action Date
1	Lauren Michaels	Approve	9/3/25 4:20 pm
2	Misty Witmer	Approve	9/4/25 7:52 am
3	Melissa Fleming	Approve	9/4/25 2:11 pm
4	Veronica Van Horn	Approve	9/4/25 3:21 pm
5	Diana Huallpa	Approve	9/4/25 3:25 pm
6	Sergio Cruz	Approve	9/4/25 3:27 pm
7	Veronica Van Horn	Approve	9/4/25 4:04 pm

SymPro TREASURY MANAGEMENT SOLUTIONS

SYMPRO TREASURY MANAGEMENT SOFTWARE PROPOSAL

Proposal: Galveston County
Date: 08/20/2025
Contact: Jeremy Ross, 786-472-2020

SOFTWARE SUMMARY – Hosting Services

Proposal Summary

Galveston County has requested Two (2) additional SymPro View only user licenses to accommodate increased system access needs. This proposal outlines the details and associated costs for these additional licenses.

Scope of Additional Licensing

The additional licenses will provide access to the SymPro Investment Management software. This includes three (3) full licenses and Two (2) view-only licenses to support reporting and financial oversight without modification capabilities.

License Allocation

Department	License Type	Quantity
Professional Services	Full License	4
Auditor's Office	View-Only License	1

Pricing Structure

- **Full Licenses (3 total):** Included in the existing structure
- **View-Only Licenses (2 total):** $30 per month each
- **Annual Cost per View-Only License:** $360
- **Total Additional Annual Cost: $720**
- **Total Cost for YR 26: 10,157.40**

Terms & Implementation

- Sergio Cruz, County Auditor: sergio.cruz@galvestoncountytx.gov
- Christie Motogbe, Manager–Reporting & Grants ChristieJ.Motogbe@galvestoncountytx.gov
- The additional licenses will be provisioned upon approval of this proposal.
- Billing for the new licenses will follow the existing SymPro licensing structure.
- This proposal is valid for 30 days from the date of submission.

Accepted by: _____ Date: _____

Title: _____

Galveston County, Texas
Tentative Budget
Fiscal Year 2025 Contracts

Object	Pri	Description/Comments	Begin Date	End Date	Vendor	Contract Type	New (Y/N) Contract #	Qty	Unit Cost	Requested Budget	Tentative Budget
1101		**Fund General Fund**									
1591		**Department: Information Technology**									
159100		**Division: Information Technology**									
5746100	01	VMWare Horizon subscription	10/01/2024	09/30/2025	BIDCON	MISCELLANEOUS	N	1	60,000	60,000	60,000
		VMWare Horizon subscription (replacing the Citrix VDI)				Bid and Contract Vendor	TBD				
5746100	01	ADManager Plus Professional Ed	10/01/2024	09/30/2025	BIDCON	MISCELLANEOUS	N	1	8,700	8,700	8,700
		ADManager Plus Professional Edition (Annual Subscription)				Bid and Contract Vendor	TBD				
5746100	01	SymPro Investment	10/01/2024	09/30/2025	BIDCON	MISCELLANEOUS	N	1	15,200	15,200	15,200
		SymPro Investment Software for Auditor and Prof Services				Bid and Contract Vendor	TBD				
5746100	01	LiveStream/Vimeo	10/01/2024	09/30/2025	BIDCON	MISCELLANEOUS	N	1	22,000	22,000	22,000
						Bid and Contract Vendor	TBD				
5746100	01	FMC	10/01/2024	09/30/2025	BIDCON	MISCELLANEOUS	Y	1	6,000	6,000	6,000
						Bid and Contract Vendor	TBD				
5746100	01	ServU FTP	10/01/2024	09/30/2025	BIDCON	MISCELLANEOUS	N	1	5,000	5,000	5,000
						Bid and Contract Vendor	TBD				
5746100	01	SIEM	10/01/2024	09/30/2025	BIDCON	MISCELLANEOUS	Y	1	125,000	125,000	125,000
						Bid and Contract Vendor	TBD				

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 (#1-21)

Date of Request: 8/28/2025
Contract Type: Expense
Renewal Contract: No
Department Name: Personal Bond/Collections
Department Contact: Aaron Johnson
Description: Consideration of approval of a contract with Lexis Nexis for inmate legal online services submitted by Personal Bond/Collections

7) **PEID No: 706403**
8) **Req No:**
9) **Orgkey: 2211**
10) **Object Code: 5317000**
11) **Vendor: Lexis Nexis**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name:**
14) **Fund #:**
15) **Current Year Budgeted: FY2026, tentatively budgeted $280,000**
16) **Current Year Projected: $280,000**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 10/1/2025
23) **Auto Renewal Contract:** No
24) **Bid No: 25-036**
25) **Contract End Date:** 9/30/2026
26) **Contract # Issued by Purchasing Department: 206869**

NOTES:

Cost center: 129100 - HB1295 Not Required - Publicly Traded Co.

Approval History

Seq #	Approver	Action	Action Date
1	Aaron Johnson	Approve	8/28/25 12:27 pm
2	Melissa Fleming	Approve	8/29/25 9:04 am
3	Veronica Van Horn	Delegated	8/29/25 11:50 am
4	Melissa Fleming	Approve	8/29/25 2:48 pm
5	Diana Huallpa	Approve	9/2/25 4:55 pm
6	Sergio Cruz	Approve	9/4/25 9:01 am
7	Veronica Van Horn	Approve	9/4/25 11:56 am

Docusign Envelope ID: BD378FD1-0FD3-4931-B3ED-25B4252EAF9E

LEXISNEXIS® MASTER PRISON SOLUTIONS AGREEMENT

Full Legal Name "Customer": Galveston County Sheriff's Office - Corrections Division	
Financial Account Number: 4254WHMGR	**Organization Customer Number: 4254WHMGQ**
"LN": LexisNexis, a division of RELX Inc.	

Customer agrees to purchase or license the LN products and services (each a "Product") set forth in this LexisNexis Master Agreement (this "Master Agreement").

1. TERM

This Master Agreement will begin upon the earliest date indicated in the Master Agreement Period table below ("Effective Date") and will continue in full force and effect for a periods set forth below ("Term") .

2. SUBSCRIBED PRODUCTS AND COMMITMENT

Customer elects to subscribe to the Products identified in the table(s) below during the Term. In exchange for access to the Products, Customer will pay to LN the Monthly or Annual Commitment amounts and, if applicable, one-time charges set forth in the Product Riders. Customer shall also be responsible for any such other transactional charges as are set forth in the Product Riders to this Master Agreement.

3. PRODUCTS AND PRICING

3.1. DISTRIBUTED MEDIA PRODUCTS

Product(s) and Pricing for 'DISTRIBUTED MEDIA' - EHD ☐ DVD ☐ N/A ☒		
Acct Number:	**Qty of each of those checked above:**	**# of Terminals of each of those checked above:**
Distributed Media Prison Solution	**ISBN#**	**Library #**

Check Box if Delivery Address and or Contact Name is same as below ☒
Delivery Address:
Contact Name:

PRISON SOLUTIONS Order Periods			**Monthly ☒ Annual ☐**
	to		$
	to		$
	to		$
	to		$
	to		$

Kiosks*					
Quantity	**Vendor**	**One-time charge per each**	**Shipping & Handling per each**	**Taxes (or N/A) per each**	**TOTAL for Kiosks**
		$	$	$	$

*NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER UNDERSTANDS AND AGREES THAT LN/MB MAY, AT TIMES, ACT ONLY AS A BILLING AGENT FOR THE KIOSK VENDOR AND HAVE NO LIABILITY OR OBLIGATIONS (IN CONTRACT, WARRANTY OR OTHERWISE) FOR THE KIOSKS.

3.2. ONLINE SERVICE PRODUCTS

Product(s) & Pricing for 'ONLINE SERVICE' - STAFF ONLY ☐ N/A ☒		
Total # Government Professionals:	**Billgroup #:**	
Preferred Pricing Materials	**Source/Menu #**	***Shepards®***
☐ **See attached for additional Preferred Materials**		

Product(s) & Pricing for 'ONLINE SERVICE' - Staff on Behalf Of Inmate ☒ Inmate Access ☒ N/A ☐		
Total # Terminals: 109	**Billgroup #:**	
Preferred Pricing Materials	**Source/Menu #**	***Shepards***
National Primary Plus	1011510	FULL
Corrections Library	1521290	
TX Practice Library	1010629	
☐ **See attached for additional Preferred Materials**		

Customer IP Address	
Location	**IP Address**
LexisNexis	

ONLINE ACCESS Staff User Name(s) List	
ID Holder Name	**ID Holder Email address**
☐ **See attached for additional names**	

ONLINE ACCESS Order Periods				Monthly ☒ Annual ☐
Beginning	10/1/2025	to	9/30/2026	$ 1000
Beginning	10/1/2026	to	9/30/2027	$ 1008
Beginning	10/1/2027	to	9/30/2028	$ 1018
Beginning	10/1/2028	to	9/30/2029	$1028
Beginning		to		$

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4. INCORPORATED TERMS

The Product Riders and Master Agreement Terms attached hereto are material terms of this Master Agreement and are incorporated herein and made a part hereof. In addition, the Online Products are subject to the Terms & Conditions of use for the LexisNexis Services which may be viewed and printed at: https://www.lexisnexis.com/en-us/terms/LACommercial/terms.page (the "General Terms").

AGREED TO AND ACCEPTED BY:

Customer:
[MUST BE COMPLETED BY CUSTOMER]
Authorized Customer Signature: _____
Printed Name: _____
Job Title: _____
Date: _____
Customer Notice Address:
_____
_____
_____
Attn: _____

LN:
[MUST BE COMPLETED BY LN]
Authorized LN Signature: DocuSigned by: Deana M. Sparling 75D60079D4D542A...
Printed Name: Deana Sparling
Job Title: Sr Director, LexisNexis
Date: 8/26/2025

LexisNexis®

LEXISNEXIS® MASTER PRISON SOLUTIONS AGREEMENT

CUSTOMER INFORMATION (Please type or print):

1. Organization Name (Full Legal Name): GALVESTON COUNTY SHERIFF'S OFFICE - CORRECTIONS DIVISION
2. Physical Address: 5700 AVENUE H
   City: GALVESTON State: TX Zip: 77591
3. County: GALVESTON
4. Country: USA
5. Telephone Number: 409-766-2315
6. Fax Number:
7. Invoice Address (email and physical address):
8. Name of Contact, Telephone Number and Email Address for the following:

Overall Installation:	Sean King	409-763-7558	sean.king@co.galveston.tx.us
Billing:	Reva Rogers	409-763-7561	reva.rogers@co.galveston.tx.us
Policy/Legal Notification:	Daisy Salinas	409-763-7516	daisy.salinas@co.galveston.tx.us
Scheduling/Training:			

9. Tax Exempt: ☒ Yes (attach Sales Tax Exemption Certificate) ☐ No
10. Organization Web Address: http://sheriff.galvestoncountytx.gov/Corrections.html
11. ☐ If this box is checked, then Customer has requested to be billed and will pay for a whole Order Period at a time.

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MASTER AGREEMENT TERMS

The following terms (the "Master Agreement Terms") apply to all Products included in this Master Agreement.

1. Pricing; Payment

1.1. Pricing listed in this Agreement does not include any applicable taxes, which shall also be due from Customer (if applicable).

1.2. Customer will have 30 days to pay each invoice. Amounts which have not been paid within 30 days after the invoice date are thereafter until paid subject to a late payment charge at a rate equal to 15% per annum (or, if less, the maximum legal rate permitted under applicable state or local law or regulation). Additionally, LN shall have the right to terminate this Agreement and retain all sums paid by Customer. Customer shall be responsible for collection costs including, but not limited to, collection agency fees, reasonable attorneys' fees and court costs.

1.3. If Customer is a government agency or body, if sufficient funds are not appropriated to Customer for any current or future fiscal period, then Customer may terminate the Agreement on the last day of the next full calendar month upon ten (10) days prior written notice to LN. Customer shall be responsible for all amounts due up to the date of termination. In addition, for Customer to exercise this option, they must certify and warrant in writing to LN, under penalty of perjury, that sufficient funds have not been appropriated for these particular prison services for the current or next fiscal year.

2. Term and Termination

2.1. The Term of this Agreement is specified above and will end on the last day of the last Order Period, defined above as the Term.

2.2. Notwithstanding anything to contrary set forth in Section 5.2 of the General Terms, Customer may not terminate this Agreement during the Term; provided however, either party may terminate this Agreement during the Term for a material breach by the other. Prior to exercising such right of termination, the non-breaching party must first provide the breaching party with 30 days prior written notice setting forth with specificity the nature of the breach. If such breach remains uncured 30 days after the aforementioned breach notice is given, the non-breaching party may terminate immediately upon written notice. If Customer terminates this Agreement pursuant to this Section, then Customer will pay all charges incurred up to the date of termination.

2.3. LN may terminate this Agreement immediately upon written notice to Customer in the event: (i) any subcontracting agreement between LN and its third party suppliers expires or is terminated, (ii) any LN supplier becomes insolvent or makes an assignment for the benefit of creditors, or (iii) any LN supplier is unable or fails to perform the services that are required in order for LN to perform their obligations hereunder. Notwithstanding anything to the contrary in this Agreement, LN may suspend or discontinue providing the Product to Customer or its Authorized Users (in whole or part) without notice and pursue any other remedy legally available to it if Customer fails to comply with any of Customer's obligations hereunder.

2.4. Notwithstanding the above, if the Customer is not a government entity, then the Customer may terminate this Agreement upon written notice to LN if (i) the governmental body for whom the Customer is operating the prison ("Government Entity") stops using the facilities attributable to this Agreement, or (ii) Government Entity determines, in an official certified statement, supplied to Customer, that the LN services covered in this Agreement do not meet the requirements of the Agreement or applicable law or regulation.

3. Order of Precedence. If there is a conflict between terms of different parts of this Master Agreement, the conflicting terms will be interpreted as narrowly as possible in the area of the conflict and the conflict will be resolved by giving precedence to the documents in the following descending order: (1) the Master Agreement Terms unless an exception is specifically identified in a Product Rider and (2) specific Product Terms in the applicable Product Rider for each included Product (applied separately to the applicable Product) and (3) the General Terms

4. Miscellaneous

4.1. Subject to any state and/or local open records or freedom of information statutes or rules, this Agreement contains confidential pricing information of LN. However, if Customer receives a legitimate freedom of information request, then it shall provide LN with immediate written notice of such request and give LN the ability to challenge the request prior to any such disclosure by Customer. This Section will survive the termination or expiration of this Agreement.

4.2. If LN accepts an order for a Product on a purchase order issued by Customer ("PO"), the terms and conditions of the PO are for Customer's internal purposes only and shall in no way modify or affect the terms of this Agreement.

4.3. Except as otherwise provided herein, all notices and other communications hereunder shall be in writing or displayed physically on or near, or electronically in, the Product. Furthermore, this Agreement may not be supplemented, modified or otherwise revised by email exchange even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner.

4.4. Customer, excluding inmate/prisoner users, are neither identified on, nor shall it provide access to the Product(s) to any individuals or entities identified on, (a) OFAC's list of Specially Designated Nationals ("SDN List"), (b) the UK's HM Treasury's Consolidated List of Sanctions Targets, (c) the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions, (d) any other applicable sanctions lists, or (e) any person 50 percent or more owned, directly or indirectly, individually or in the aggregate by a person(s) identified in (a) through (d).

4.5. This Agreement contains the entire agreement between the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations on that subject matter. This Agreement may be amended only by a writing signed by both parties. Notwithstanding the foregoing, LN may change the license terms immediately upon written notice to Customer. If any changes are made to this Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically

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directed against Customer or its Authorized Users but will apply to all similarly situated LN customers using the Product or the Materials therein (as applicable). Customer may terminate this Agreement upon written notice to LN if any such change to terms and conditions is unacceptable to Customer. For termination to be effective under this Section, written notice of termination must be provided to LN within 90 days of the effective date of the change. Continued use of the Product following notice of the change shall constitute its acceptance of the change.

4.6. The failure of LN or any third party supplier to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

4.7. Each third party supplier of Materials has the right to assert and enforce these provisions directly on its own behalf as a third party beneficiary.

4.8. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas regardless of the law that might otherwise apply under applicable principles of conflicts of law.

4.9. This Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this Agreement.

4.10. Neither Customer nor any Authorized User may assign rights or delegate duties under this Agreement without the prior written consent of LN, which consent shall not be unreasonably withheld. This Agreement and pricing herein is preferred pricing that is based on the overall characteristics that the listed customer has represented and the Products s subscribed to hereunder. This Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

4.11. All legal notices required under this Master Agreement must be delivered via written communication delivered to Customer at the notice address set forth in Customer's signature block and to LN to the following address: LexisNexis, a division of RELX Inc., Attn: Chief Legal Officer, 9443 Springboro Pike, Miamisburg, OH 45342. For purposes of this Section 5.11, legal notices include (i) an allegation of breach or failure to perform any obligation under this Master Agreement, (ii) any threat to initiate litigation, arbitration, or other legal or administrative proceedings, (iii) a request for a waiver or modification of terms of this Master Agreement, or (iv) a request for indemnification. A party may update its notice address by delivering written notice of the change to the other party in accordance with this section. All legal notices must be delivered by a method providing for proof of delivery. Any such notice or request will be deemed to have been given on the date of receipt. Notwithstanding the foregoing, LN may give routine Product notices (*e.g.*, information regarding a Product's features, content, or other enhancements or changes) via regular U.S. mail, email, as noted in the General Terms or other delivery means reasonably aimed at providing effective delivery. LN may also provide updates to the "Additional Terms" as defined in the General Terms, by displaying the changes electronically in the Online Services.

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DM. 1. LN and Matthew Bender & Company, Inc. ("MB") provide Distributed Media-type Products.

DM. 2. Definitions

DM. 2.1. "Authorized Users" means each of the Customer's employees and inmates under Customer's control and supervision at Customer's facility who are authorized by Customer to access and use the Materials, unless a more specific restriction is applied to a certain Product.

DM. 2.2. "Distributed Media" means the set of one or more DVDs and/or External Hard Drives provided by LN/MB to Customer that contains the Materials.

DM. 2.3. "Materials" means the materials available in or through the Product.

DM. 2.4. "Product" includes the Distributed Media Product that includes the Materials and the Distributed Media on or through which the Materials are provided to the Customer by LN/MB.

DM. 3. Distributed Media -Type Service

DM. 3.1. During the Term, LN/MB will provide Customer and its Authorized Users with access to and use of the Product. The number of copies of the Product and the delivery locations for such Product are set forth above. LN/MB will use reasonable efforts to update the Distributed Media on monthly or quarterly basis (depending upon the materials). Customer understands and acknowledges that LN/MB may use one or more of its approved subcontractors to install any Kiosk Prison Solution ordered.

DM. 4. License; Restrictions on Use; Products

DM. 4.1. Customer and its Authorized Users are granted a non-exclusive, non-transferable, limited right to access and use the Product made available under this Agreement for legal research purposes. The rights granted to each Authorized User are as follows:

DM. 4.1.1. The right to electronically display Materials retrieved through the Product for the Authorized User's individual use to no more than one person at a time;

DM. 4.1.2. The right to download or make printouts of Materials using the commands of the Product and to create a single printout of Materials accessed via commands of the Product ("Authorized Printouts");

DM. 4.1.3. To the extent permitted by applicable copyright law, the right to make copies of Authorized Printouts and distribute Authorized Printouts and copies.

DM. 4.2. Except as specifically provided in Section 2.1, Customer and its Authorized Users are prohibited from downloading, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the Product, and may not print or download Materials without using the commands of the Product.

DM. 4.3. Customer and its Authorized Users are not permitted to:

DM. 4.3.1. Remove or obscure any copyright notice or other notice or terms of use contained in the Product or Materials;

DM. 4.3.2. Use the Product or Materials in any fashion that may infringe any copyright, intellectual property right, or proprietary or property right or interest of LN or its contractors or content suppliers;

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DM. 4.3.3. Use the Product or Materials to develop a database, infobase, online or similar database service, or other information resource in any media (print, electronic or otherwise, now existing or developed in the future) for sale to or use by others; or

DM. 4.3.4. Copy, reverse engineer, decompile, disassemble, derive source code, modify or prepare derivative works of the Product or Materials; or

DM. 4.3.5. Use the Product or Materials in a manner that is non-compliant with any applicable laws, rules or regulations.

DM. 4.4. The Products, Materials, and feature functionality within the Products may be enhanced, added to, withdrawn, or otherwise changed by LN without notice.

DM. 5. Proprietary Rights

DM. 5.1. The Product and Materials and any copyrights, trademarks, patents, trade secrets, intellectual property rights and other proprietary rights in and to the Product and Materials are owned by LN and its contractors and content suppliers. Customer acquires no proprietary interest in the Product, Materials, or copies thereof.

DM. 6. Pricing; Payment

DM. 6.1. In exchange for access to and use of the Distributed Media, Customer will pay LN/MB the charges set forth above, which includes all charges for shipping and handling.

DM. 6.2. MB will serve as LN's billing agent during the Term. MB will provide Customer with one consolidated invoice for the Distributed Media which shall be provided to Customer as set forth above. Customer will pay the commitments to MB and MB will remit to LN that portion of the commitments that is due to LN under this Agreement.

DM. 7. Termination

DM. 7.1. Upon termination of this Agreement, at the direction of LN/MB, Customer will either cease all use of and destroy the Distributed Media, or return the Distributed Media to LN/MB.

DM. 8. Warranties; Liabilities/Remedies

DM. 8.1. LN represents and warrants that it has the right and authority to make the Products available to Customer and its Authorized Users as authorized expressly by this Agreement.

DM. 8.2. EXCEPT AS OTHERWISE PROVIDED ABOVE IN SECTION 8.1, THE PRODUCTS AND MATERIALS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND LN AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING. LN DOES NOT WARRANT THE ACCURACY, RELIABILITY OR CURRENTNESS OF THE MATERIALS.

NOTHWITHSTANDING ANYTHING TO CONTRARY IN THE MASTER AGREEMENT, CUSTOMER'S EXCLUSIVE REMEDY AND LN/MB'S SOLE OBLIGATION WITH RESPECT TO DEFECTIVE DISTRIBUTED MEDIA WILL BE THE RIGHT TO RETURN THE DEFECTIVE DISTRIBUTED MEDIA FOR A REPLACEMENT COPY AT NO ADDITIONAL CHARGE.

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DM. 8.3. A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, expense or damage of any kind resulting in any way from (a) any errors in or omissions from the Products or any Materials available or not included therein, (b) the unavailability or interruption of the Products or any features thereof or any Materials, (c) Customer's or an Authorized User's use of the Product or Materials regardless of whether Customer received any assistance from a Covered Party in using the Product or Materials), (d) the loss or corruption of any data or equipment in connection with the Product, (e) the content, accuracy, or completeness of Materials, all regardless of whether Customer or an Authorized User received assistance in the use of the Product or Materials from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content referred to in the Materials.

DM. 8.4. "Covered Party" means (a) LN, its affiliates including Matthew Bender, and any officer, director, employee, subcontractor, agent, successor, or assign of LN or its affiliates; and (b) each third party supplier of Materials, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or any of their affiliates.

DM. 8.5. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES ARISING OUT OF OR RELATING TO THE PRODUCTS OR MATERIALS OR THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, WHETHER IN ONE CLAIM OR IN MULTIPLE CLAIMS, EXCEED THE LESSER OF CUSTOMER'S ACTUAL DIRECT DAMAGES OR THE AMOUNT CUSTOMER PAID FOR THE PRODUCT IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. CUSTOMER'S RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH CUSTOMER OR ITS AUTHORIZED USERS MAY HAVE AGAINST ANY COVERED PARTY.

DM. 8.6. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COVERED PARTIES SHALL NOT BE LIABLE (WHETHER RELATED TO STATUTE, TORT, STRICT LIABILITY, CONTRACT, BREACH OF WARRANTY OR OTHERWISE) FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, EVEN IF A COVERED PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE PRODUCT, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO INDEMNITY OBLIGATIONS OR CUSTOMER'S (AND ITS AUTHORIZED USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO LN OR ITS THIRD PARTY SUPPLIERS.

DM. 8.7. LN ALSO SHALL NOT BE LIABLE FOR, AND SHALL BE EXCUSED FROM, ANY FAILURE TO PERFORM OR DELAY IN PERFORMANCE DUE TO CAUSES BEYOND THEIR REASONABLE CONTROL, INTERRUPTIONS OF POWER OR TELECOMMUNICATIONS SERVICES, ACT OF WAR, TERRORISM OR NATURE, GOVERNMENTAL ACTIONS, FIRE, FLOOD, NATURAL DISASTERS OR SIMILAR EVENTS.

DM. 8.8. If there is a breach of the warranty in Section 8.1 above, then LN at its option and expense, shall either defend or settle any action against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Products or Materials, asserted against Customer by such third party (excluding any decisions or advice made or given as a result of the use of or reliance upon the Materials) provided: (i) all use of the Products and Materials was in accordance with this Agreement; (ii) the claim, cause of action or infringement was not caused by Customer or its

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Authorized Users; (iii) Customer gives LN prompt notice of any such claim and stops using the services if requested by LN; and (iv) Customer gives LN the right to solely control and direct the investigation, defense and settlement of each such claim. Customer, at LN's expense, shall reasonably cooperate with LN in connection with the foregoing.

DM. 8.9. Should the Product or the operation thereof or Materials become, or in the opinion of LN be likely to become, the subject of a claim of set forth above, Customer shall permit LN, at its sole option and expense, either (i) to procure for Customer the right to continue using the Product or Materials, (ii) to replace or modify the same so that it becomes non-infringing; or (iii) terminate Customer's use of the Product (thus, terminating the portion of this Agreement related to the related Product) upon notice to Customer and grant Customer a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

DM. 8.10. The provisions of Sections 8.8 and 8.9 shall constitute Customer and its Authorized Users sole and exclusive remedy for the respective matters specified therein.

DM. 8.11. LN shall have no responsibility to Customer under this Section 8 with respect to any use of the Products or Materials (as defined in the appropriate Rider or General Terms) in a manner not authorized by this Agreement; or for any abuse or modification of the Products or Materials by Customer or its Authorized Users.

DM. 8.12. Customer, at its expense, shall defend, or at its option, settle and hold LN harmless for any action or proceeding of any kind or description based upon a third party's claim arising from or related to employees or inmate's use or misuse of the Product or any other online service the employees or inmates are able to access via the Product provided (i) the claim or cause of action was not caused by LN; (ii) Customer is given prompt notice of any such claim; and (iii) Customer is given the right to control and direct the investigation, defense and settlement of each such claim to the fullest extent permitted by law. LN, at the expense of Customer, shall reasonably cooperate with Customer in connection with the foregoing. If notified promptly in writing of any claim, demand or a judicial action brought against LN based on an allegation the employees or inmate's use or misuse of the Product or any other online services accessed via the Product constituted the claim, injury or cause of action, then Customer will pay all costs, including reasonable attorneys' fees, associated with resolving such claim and will pay the judgment or settlement amount (if any).

DM. 8.13. On an annual basis, and upon 10 days written notice from LN, Customer will reasonably cooperate with LN to audit to ensure that the Customer's and its Authorized User's requirements under this Agreement are being fulfilled. Any audit will be during Customer's normal business hours and at a mutually agreeable date and time and will be conducted in a manner such that it shall not unreasonably impact Customer's business operations.

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 (#1-21)

Date of Request: 8/28/2025
Contract Type: Expense
Renewal Contract: Yes
Department Name: Personal Bond/Collections
Department Contact: Aaron Johnson
Description: Consideration of approval of a contract with Recovery Monitoring Solutions for electronic online services submitted by Personal Bond/Collections

7) **PEID No:** 714548
8) **Req No:**
9) **Orgkey:** 1101
10) **Object Code:** 5481000
11) **Vendor:** Recovery Monitoring Solutions
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name:**
14) **Fund #:**
15) **Current Year Budgeted:** FY2026 tentatively budgeted $75,000
16) **Current Year Projected:** $75,000
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 10/1/2025
23) **Auto Renewal Contract:** Yes
24) **Bid No: N/A**
25) **Contract End Date:** 9/30/2026
26) **Contract # Issued by Purchasing Department: 233846**

NOTES:

Cost Center: 129300

Approval History

Seq #	Approver	Action	Action Date
1	Aaron Johnson	Approve	8/28/25 12:28 pm
2	Melissa Fleming	Approve	8/29/25 9:49 am
3	Veronica Van Horn	Approve	9/2/25 11:42 am
4	Diana Huallpa	Approve	9/2/25 5:02 pm
5	Sergio Cruz	Approve	9/4/25 9:02 am
6	Veronica Van Horn	Approve	9/4/25 12:15 pm

MODIFICATION AND ADDITIONS
TO
SERVICES OPERATIONS CONTRACT

Between Recovery Monitoring Solutions and Galveston County Specialty Court with Services to the Galveston County Pretrial/Personal Bond & Collections Department

Term. This AGREEMENT is effective for period beginning September 1, 2025, through August 31, 2026 (unless terminated herein under the provisions below). The agreement shall renew only upon agreement of both parties beyond this date. Either party shall provide notice to the other of its intent to terminate the agreement not less than thirty (30) days before the end of the then current term.

ARTICLE I
RATES, MINIMUM REQUIREMENTS, AND STATEMENT OF SERVICES

To modify Section I by adding Paragraph (y):

(y) **RMS** will support Victim Notification with Active GPS Monitoring and Enhanced GPS Monitoring with Victim notification by text or email.

To modify Section II by adding Paragraphs (k) through (aa):

(k) The **Department** will designate staff requiring proper authorization to access the web-based monitoring system.

(l) The **Department** will abide sole responsibility for participant enrollment; program orientation; alcohol sobriety verification; violation reporting; participation fee collection; and equipment installation, troubleshooting, fit adjustments, maintenance, replacement, removal, and **RMS**.

(m) The **Department** will require the participant to complete a Program Participant Agreement.

(n) The **Department** will provide a program orientation consisting of an explanation of program rules and the proper maintenance, care, and operational features of the monitoring equipment.

(o) The **Department** will install monitoring equipment in accordance with the manufacturer's recommended guidelines.

(p) The **Department** shall, when enrolling their participants, enter the necessary current victim contact information (mobile phone number and service carrier for text communication and/or e-mail address for email communication that is automated via the user interface provided), and the **Department** shall be responsible for any changes or modifications to that contact information and its communication by electronic mail to **RMS** should **RMS** be asked to update the Victim contact information. **RMS** requires a minimum of one (1) hour to update this information.

(q) The **Department** shall determine a list of acts of non-compliance that require victim notification.

(r) The **Department** shall require participating victims to sign any appropriate program instructions/liability waiver forms. These forms will include basic instructions relating to notifications and an acknowledgement of the potential limitations of monitoring and notification actions.

(s) The **Department** will require the offender to complete an **RMS**-provided Program Participant Agreement. The **Department** will distribute the form to each program participant.

(t) The **Department** will approve a GPS Enhanced Monitoring Protocol, attached as an Exhibit to this Contract Modification, and **RMS** agrees to adhere to this protocol in providing data management and event reporting to the **Department**.

(u) The **Department** will provide equipment installation in accordance with the manufacturer's recommended guidelines.

(v) The **Department** will provide a secure location for storage of all equipment and supplies provided by **RMS** for operation of the program and provide two (2) business days' notice of any request for additional supplies or equipment.

(w) The **Department** acknowledges that up to 25% spare equipment will be supplied by **RMS**.

(x) The **Department** will assist **RMS** regain possession of all equipment within twenty-four (24) hours of deactivation.

(y) The **Department** will manage the inventory of all equipment allocated to **Galveston County Pretrial Services;**

(x) The **Department** will maintain and account for all equipment received from **RMS** and store it in a secure location.

(aa) The **Department** will report all incidents of lost, damaged and stolen equipment to **RMS** within one (1) calendar day of discovering the event

SUPPLY AND SUPPORT MONITORING PROGRAM	DEPARTMENT FUNDED
	DAILY RATE
GPS Monitoring Active	$8.50
GPS Monitoring Passive	$6.50

SUPPLY AND SUPPORT ALCOHOL MONITORING PROGRAM	DEPARTMENT FUNDED
	DAILY RATE
SCRAM CAM	$8.00
SCRAM CAM Ethernet	Additional $1.00

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT including the Exhibits attached hereto and incorporated herein by reference to be executed as of the date first above written.

Autumn Ledbetter
Vice President, Business Development
Recovery Monitoring Solutions

Date: 08/20/2025

Honorable Mark Henry
Galveston County

Date: _____

	GPS Event and Rule Definitions
Rule Definitions:	• **GPS Strap** The strap has been compromised or removed from the 1-Piece. There will not be any notifications to the Participant that this has occurred unless the officer selects the Notify Participant with Vibrate option on this rule. • **GPS Tamper** The 1-Piece has been compromised. There will not be any notification to the Participant that this has occurred unless the officer selects the Notify Participant with Vibrate option on this rule. • **GPS Battery** The battery is getting low, and the device needs to be charged. The device must be charged for a minimum of two hours daily (the hours do not have to be consecutive). When the battery needs to be charged, the device will vibrate three times consecutively and then once every ten minutes until connected to the charger. During this time, the Power LED will blink Red. • **GPS Motion No GPS** Occurs when the 1-Piece has accumulated 20 minutes of motion in a 60-minute period without receiving a signal from the GPS satellites. The device will vibrate three times consecutively and once every ten minutes until the violation has cleared by acquiring GPS. During this time, the GPS LED will blink Red. • **GPS Unable to Connect** The 1-Piece has a defined call-in interval that is determined by the contract. If the 1-Piece is unable to call at its defined call-in interval, a default 90-minute grace period will go into effect. If the default 90-minute grace period expires and the 1-Piece has still not called in, the database will create this alarm. This is normally due to poor cellular coverage in the area. The Participant is not notified of the Unable to Connect alarm. Once the 1-Piece can use the cellular network to call in, it will report any violations that occurred during this time and download all tracking data. Geographic Rules **Zone Rules:** The offender has violated a Zone set up by the user. The device will vibrate three times consecutively and once every ten minutes while still in violation, if the Notify with Vibrate feature is checked. The Zone LED will blink Red. • **Inclusion Zone** Geographic areas like home, work, or school where the Participant is confined during an officer defined schedule. • **Exclusion Zone** Geographic areas used to define off-limits areas to the Participant.

	Recovery Monitoring Solutions **Enhanced Monitoring – Galveston County Pretrial – Pending Discussion w/Agency**
PROCEDURES BY EVENT TYPE:	<u>STRAP AND TAMPER EVENT PROCEDURES:</u> 1. If a **single strap alert** is received **and clears** without further alerts or, if an **unresolved/multiple strap alert** is received. RMS shall attempt to contact the Participant within 60 minutes using all phone numbers available. If contact is made, RMS shall instruct Participant to report to RMS office or Galveston County Jail to have the device inspected and replaced if needed. a. If the Participant reports to RMS as instructed, RMS shall inspect the device. If the device needs to be replaced, RMS shall replace. Pictures of the device/strap and a written report shall be provided to Galveston County Pretrial by 8:00 am Central Standard Time the following business morning. The report shall include, at a minimum, a statement describing the condition of the device/strap, including whether the device demonstrated conditions consistent with tampering. ***(If the Participant is reporting to Galveston County Jail, these steps would be based on Agency protocol)*** b. If the Participant **does not report** to RMS, RMS shall check tracking points, and email the Galveston County Pretrial using the provided department email address: PB-JailTeam@galvestoncountytx.gov 2. If a **single strap alert** is received **and clears** without further alerts or, if an **unresolved/multiple strap alert** is received. RMS shall attempt to contact the Participant within 60 minutes using all phone numbers available. If **NO** contact is made: a. RMS shall contact the Galveston County Pretrial using the provided department email address: PB-JailTeam@galvestoncountytx.gov b. RMS shall provide a report to Galveston County Pretrial by 8:00 am Central Standard Time the following business morning, including Participants last known whereabouts and any further movement of the device.
	<u>BATTERY EVENT PROCEDURES:</u> 1. RMS shall attempt to contact the Participant using all phone numbers available within 30 minutes. a. If contact is made, RMS shall instruct the Participant to immediately charge the device. If the Participant fails to immediately start the charging process and allows the device to **SHUTDOWN, ONLY** then shall RMS contact the Galveston County Pretrial using the provided department email address: PB-JailTeam@galvestoncountytx.gov b. If **NO** contact is made, and Participant allows device to **SHUTDOWN, ONLY** then shall RMS contact the Galveston County Pretrial using the provided department email address: PB-JailTeam@galvestoncountytx.gov

	2. If Participant charges the device prior to it shutting down, and Participant is still being tracked, RMS shall resolve the Battery alert in the system with specific actions that were taken, and no further action required.
	MOTION NO GPS AND UNABLE TO CONNECT EVENT PROCEDURES: 1. RMS shall check location, if location is documented employment, residence, school or jail, no action needs to be taken. 2. If the Participants location is not a documented residence, employment, school or jail, RMS shall attempt to contact the Participant within 60 minutes using all phone numbers available. If the Participant remains in this status for more than 6 hours without contact or reconnecting, RMS is to notify Galveston County Pretrial using the provided department email address: PB-JailTeam@galvestoncountytx.gov
	EXCLUSION ZONE EVENT PROCEDURES: 1. RMS shall attempt to contact the Participant within 15 minutes using all phone numbers available. 2. If contact is made, RMS shall instruct the Participant to immediately leave the zone. If the Participant fails to leave the exclusion zone, RMS shall notify Galveston County Pretrial using the provided department email address: PB-JailTeam@galvestoncountytx.gov 3. If **NO** contact is made, RMS shall notify Galveston County Pretrial using the provided department email address: PB-JailTeam@galvestoncountytx.gov 4. If the victim has chosen to be notified, vendor shall accomplish notification via text and/or email message. NOTE: Agency will be asked to provide any and all updates to Victim contact information to RMS.
	INCLUSION ZONE EVENT PROCEDURES: 1. RMS shall attempt to contact the Participant within 30 minutes using all phone numbers available. 2. If contact is made, RMS shall instruct the Participant to immediately return to the zone. If the Participant fails to return to inclusion zone, RMS shall notify Galveston County Pretrial using the provided department email address: PB-JailTeam@galvestoncountytx.gov 3. If **NO** contact is made, RMS shall notify Galveston County Pretrial using the provided department email address: PB-JailTeam@galvestoncountytx.gov

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*28.

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

Contract Approval Request Form

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

Date of Request: 8/28/2025
Contract Type: Expense
Renewal Contract: No
Department Name: Personal Bond/Collections
Department Contact: Aaron Johnson
Description: Consideration of approval of a contract with Thomson Reuters for West proflex submitted by the Personal Bond/Collections

7) **PEID No:** 701533
8) **Req No:**
9) **Orgkey:** 2211
10) **Object Code:** 5317000
11) **Vendor:** Thomson Reuters
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name:**
14) **Fund #:**
15) **Current Year Budgeted:** FY2026 Tentatively budgeted $280,000
16) **Current Year Projected:** $280,000
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 10/1/2025
23) **Auto Renewal Contract:** Yes
24) **Bid No: N/A**
25) **Contract End Date:** 9/30/2027
26) **Contract # Issued by Purchasing Department: 233857**

NOTES:

Cost Center: 129100 - Initial term is 48 months - Not Required - Publicly Traded Company

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Disapprove	8/28/25 8:26 am
Notes:	CAR form needed		
2	Aaron Johnson	Approve	8/28/25 1:03 pm
3	Melissa Fleming	Approve	8/29/25 10:38 am
4	Veronica Van Horn	Delegated	8/29/25 11:47 am
5	Melissa Fleming	Approve	8/29/25 2:59 pm
6	Diana Huallpa	Approve	9/2/25 5:01 pm
7	Sergio Cruz	Approve	9/4/25 9:03 am
8	Veronica Van Horn	Approve	9/4/25 11:13 am

Order Form Order ID: Q-09537557

Contact your representative pat.simpson@thomsonreuters.com with any questions. Thank you.

Sold To Account Address	Shipping Address	Billing Address
Account #: 1005997310 GALVESTON COUNTY LAW LIBRARY 600 59TH ST GALVESTON TX 77551-4178 US "Customer"	Account #: 1005997310 GALVESTON COUNTY LAW LIBRARY 600 59TH ST GALVESTON TX 77551-4178 US	Account #: 1005997310 GALVESTON COUNTY LAW LIBRARY 600 59TH ST GALVESTON, TX 77551-4178 US

This Order Form is a legal document between Customer and

A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: https://www.tr.com/trorderinginfo

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

For Federal Customers the following shall apply: Thomson Reuters General Terms and Conditions (available here: http://tr.com/federal-general-terms-and-conditions apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (http://tr.com/us-general-terms-and-conditions) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

ProFlex Products
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	$3,477.00	48

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Material Change. If, at any time during the Minimum Term or the Renewal Term, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, we will modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf

http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Confidentiality of Ordering Document. You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.

Product Specific Terms

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: http://www.thomsonreuters.com/document-intelligence-PST.

Additional Terms for Services with Generative AI Skills: The following additional terms shall apply to Thomson Reuters Products with Generative AI Skills (including but not limited to all CoCounsel branded Products; all Products with AI Assisted Research; Practical Law or Practical Law Connect, with Dynamic Tool Set; Practical Law UK Premium; Practical Law Global Premium), listed on this order form, and are incorporated into this order form by reference: http://tr.com/genai-terms.

CoCounsel Core and CoCounsel Drafting Product Specific Terms: The following product specific terms shall apply to CoCounsel Core and CoCounsel Drafting and are incorporated into this order form by reference: http://tr.com/cocounselcore-and-drafting-product-specific-terms.

Product Specific Terms and Service Levels: The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms http://tr.com/HighQ-PST
- HighQ Service Level**s:** Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: http://tr.com/HighQ-SLA. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

The Federal Product Specific Terms can be found here: http://tr.com/federal-product-specific-terms

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply.

- Campus Research
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw

- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Drafting Tools Product Specific Terms: The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: https://www.thomsonreuters.com/draftingassistant-and-clausefinder-pst.

For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation) In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw Or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

West Publishing Corporation

Authorized Signatory

John S. Nelson, Director, Procurement and Proposal Management
Name, Title

8/22/2025
Date

Acknowledgement: Order ID: Q-09537557

Signature of Authorized Representative for order	**Title**
Printed Name	**Date**

This Order Form will expire and will not be accepted after 12/10/2025.

Attachment Order ID: Q-09537557

Contact your representative pat.simpson@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1005997310
This order is made pursuant to:

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)
Contact Name: Johnson, Aaron
Email: aaron.johnson@galvestoncountytx.gov

eBilling Contact
Contact Name Aaron Johnson
Email **aaron.johnson@galvestoncountytx.gov**

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1005997310	GALVESTON COUNTY LAW LIBRARY	600 59TH ST GALVESTON TX 77551-4178 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
9	Seats	42733146	Pat Acc - Patron Access Edge - National Core (WestlawPRO™)
9	Seats	42567003	Pat Acc - National Analytical for Patron Access (WestlawPRO™)
9	Seats	42115623	Pat Acc - Litigation for Patron Access

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Aaron	Johnson	aaron.johnson@galvestoncountytx.gov	EML PSWD CONTACT
Aaron	Johnson	aaron.johnson@galvestoncountytx.gov	PATRON ACC TECH CONT

IP Address Information

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
1.1.1.1					

Charges During Minimum Term

Material #	Product Name	Year 1 Charges per Billing Freq	% incr Yr 1-2*	Year 2 Charges per Billing Freq	% incr Yr 2-3*	Year 3 Charges per Billing Freq	% incr Yr 3-4*	Year 4 Charges per Billing Freq	% incr Yr 4-5*	Year 5 Charges per Billing Freq	Billing Freq
40757482	West Proflex	$3,477.00	5.00%	$3650.85	5.00%	$3833.39	5.00 %	$4025.06	N/A	N/A	Monthly

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing. Refer to Order Form for Billing Frequency Type.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*29.

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

Contract Approval Request Form

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

Date of Request: 8/28/2025
Contract Type: Expense
Renewal Contract: No
Department Name: Personal Bond/Collections
Department Contact: Aaron Johnson
Description: Consideration of approval of a contract with Thomson Reuters for West Complete Library Subscription submitted by the Personal Bond/Collections

7) **PEID No:** 701533
8) **Req No:**
9) **Orgkey:** 2211
10) **Object Code:** 5317000
11) **Vendor:** Thomson Reuters
12) **Vendor Contract No:** CM21128

Expenditure Budget/Revenue Projections

13) **Fund Name:**
14) **Fund #:**
15) **Current Year Budgeted:** FY2026 tentatively budgeted $280,000
16) **Current Year Projected:** $280,000
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 10/1/2025
23) **Auto Renewal Contract:** No
24) **Bid No: 25-036**
25) **Contract End Date:** 9/30/2027
26) **Contract # Issued by Purchasing Department: 206869**

NOTES:

Cost Center: 129100 - HB1295 Not Required - Publicly Traded Co.

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Disapprove	8/28/25 8:26 am
Notes:	CAR form needed		
2	Aaron Johnson	Approve	8/28/25 1:04 pm
3	Melissa Fleming	Approve	8/29/25 2:55 pm
4	Veronica Van Horn	Approve	9/2/25 11:40 am
5	Diana Huallpa	Approve	9/2/25 5:03 pm
6	Sergio Cruz	Approve	9/4/25 9:03 am
7	Veronica Van Horn	Approve	9/4/25 11:27 am

Order Form Order ID: Q-10117356

Contact your representative mike.busch@thomsonreuters.com with any questions. Thank you.

Sold To Account Address	Shipping Address	Billing Address
Account #: 1000435400 GALVESTON COUNTY JUDGES & ASHLEY MUNOZ 600 59TH ST STE 1500 GALVESTON TX 77551-4179 US "Customer"	Account #: 1000435400 GALVESTON COUNTY JUDGES & ASHLEY MUNOZ 600 59TH ST STE 1500 GALVESTON TX 77551-4179 US	Account #: 1000435400 GALVESTON COUNTY JUDGES & ASHLEY MUNOZ 600 59TH ST STE 1500 GALVESTON, TX 77551-4179 US

This Order Form is a legal document between Customer and

A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: https://www.tr.com/trorderinginfo

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

West Complete Products
See Attachment for Details

Material #	Product Name	Charges	Minimum Term (Months)
40666420	West Complete Library Subscription	$2,336.04	48

West Complete Term

During your West Complete subscription term, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages. If your West Complete subscription includes ProView eBook titles, you will receive subscription services. For eBook products you will receive updates to the most current version of each edition of the eBooks which are available during your subscription terms.

Your West sales representative will provide frequency of updates upon request. Transportation charges, return and refund information is in the "Miscellaneous" section below.

Minimum Terms

Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form
.

Post Minimum Terms

_____**Initial for Automatic Renewal Term**. I understand that West will continue to provide subscription services for the products listed above after the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and we will notify you of any changes to your Charges at least 60 days before each Automatic Renewal Term begins. Automatic Renewal Charges will be in effect the month before the Automatic Renewal Term starts Either of us may cancel in writing at least 30 days before an Automatic Renewal Term starts.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Material Change. If, at any time during the Minimum Term or the Renewal Term, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, we will modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Confidentiality of Ordering Document. You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.

Product Specific Terms

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: http://www.thomsonreuters.com/document-intelligence-PST.

Additional Terms for Services with Generative AI Skills: The following additional terms shall apply to Thomson Reuters Products with Generative AI Skills (including but not limited to all CoCounsel branded Products; all Products with AI Assisted Research; Practical Law or Practical Law Connect, with Dynamic Tool Set; Practical Law UK Premium; Practical Law Global Premium), listed on this order form, and are incorporated into this order form by reference: http://tr.com/genai-terms.

CoCounsel Core and CoCounsel Drafting Product Specific Terms: The following product specific terms shall apply to CoCounsel Core and CoCounsel Drafting and are incorporated into this order form by reference: http://tr.com/cocounselcore-and-drafting-product-specific-terms.

Product Specific Terms and Service Levels: The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms http://tr.com/HighQ-PST
- HighQ Service Level**s:** Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: http://tr.com/HighQ-SLA. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

The Federal Product Specific Terms can be found here: http://tr.com/federal-product-specific-terms

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply.

- Campus Research
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Drafting Tools Product Specific Terms: The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: https://www.thomsonreuters.com/draftingassistant-and-clausefinder-pst.

West Publishing Corporation

Authorized Signatory

John S. Nelson, Director, Procurement and Proposal Management
Name, Title

8/22/2025
Date

Acknowledgement: Order ID: Q-10117356

Signature of Authorized Representative for order	**Title**
Printed Name	**Date**

This Order Form will expire and will not be accepted after 10/29/2025.

Attachment Order ID: Q-10117356

Contact your representative mike.busch@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000435400
This order is made pursuant to:

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)
Contact Name: Johnson, Aaron
Email: aaron.johnson@galvestoncountytx.gov

eBilling Contact
Contact Name Aaron Johnson
Email **aaron.johnson@galvestoncountytx.gov**

West Complete Products
***If subscription type is "new", the Ship To Address will be the same shipping address as on the Order Form..**

Material #	Group	Product Name	Quantity	Subscription Type	Shipment or Entitlement Type for Products Indicated as NEW
42537407	Bundle A	Texas Rules of Evidence Handbook, 2025 ed.	1	Exist	Subscription Only
22013595	Bundle A	Texas Penal Code, 2024 ed. (West'sÂ® Texas Statutes and Codes)	1	Exist	Subscription Only
17371337	Bundle A	Texas Insurance Code, 2024 ed. (West'sÂ® Texas Statutes and Codes)	1	Exist	Subscription Only
42537411	Bundle A	O'Connor's Texas Family Law Handbook, 2025 ed.	3	Exist	Subscription Only
42537433	Bundle A	O'Connor's Texas Family Code Plus, 2025-2026 ed.	1	Exist	Subscription Only
22069760	Bundle A	Texas Local Government Code, 2024 ed. (West'sÂ® Texas Statutes and Codes)	2	Exist	Subscription Only
14973704	Bundle A	Cooper, Furness & Marshall's Texas Rules of Civil Procedure Annotated, 2025 ed. (Texas Annotated Code Series)	1	Exist	Subscription Only
40277392	Bundle A	Texas Rules of Court - Local, 2025 ed. (Vol. III, Texas Court Rules)	3	Exist	Subscription Only
15347785	Bundle A	Texas Rules of Court - State, 2025 ed. (Vol. I, Texas Court Rules)	1	Exist	Subscription Only
42537443	Bundle A	O'Connor's Texas Criminal Codes Plus, 2024-2025 ed.	1	Exist	Subscription Only
42537443	Bundle A	O'Connor's Texas Criminal Codes Plus, 2024-2025 ed.	1	Exist	Subscription Only
42537433	Bundle A	O'Connor's Texas Family Code Plus, 2025-2026 ed.	3	Exist	Subscription Only
42537427	Bundle A	O'Connor's Texas Family Law Forms, 2025 ed.	1	Exist	Subscription Only
42537421	Bundle A	O'Connor's Texas Estates Code Plus, 2024-2025 ed.	6	Exist	Subscription Only
42537405	Bundle A	O'Connor's Texas Probate Law Handbook, 2025 ed.	1	Exist	Subscription Only
40337306	Bundle A	Texas Vern Statutes Government V5 Full Set	1	Exist	Subscription Only
17085273	Bundle A	Texas Bound Session Laws, 2021 ed.	1	Exist	Subscription Only
22069760	Bundle A	Texas Local Government Code, 2024 ed. (West'sÂ® Texas Statutes and Codes)	1	Exist	Subscription Only
42537417	Bundle A	O'Connor's Texas CPRC Plus, 2025-2026 ed.	1	Exist	Subscription Only
42537417	Bundle A	O'Connor's Texas CPRC Plus, 2025-2026 ed.	3	Exist	Subscription Only
42537443	Bundle A	O'Connor's Texas Criminal Codes Plus, 2024-2025 ed.	2	Exist	Subscription Only
42537415	Bundle A	O'Connor's Texas Causes of Action, 2025 ed.	1	Exist	Subscription Only
42537407	Bundle A	Texas Rules of Evidence Handbook, 2025 ed.	2	Exist	Subscription Only
22056626	Bundle A	County and Special District Law, 2d (Vols. 35, 36 and 36A, Texas Practice Series)	2	Exist	Subscription Only
42090534	Bundle A	Texas Vern Statutes Government V4c Full Set	1	Exist	Subscription Only
22134562	Bundle A	Texas Vern Statutes Government V5a Full Set	1	Exist	Subscription Only
42537393	Bundle A	O'Connor's Texas Rules Civil Trials, 2025 ed.	2	Exist	Subscription Only
42537439	Bundle A	O'Connor's Texas Crimes and Consequences, 2024-2025 ed.	1	Exist	Subscription Only
42537395	Bundle A	O'Connor's Texas Civil Appeals, 2025 ed.	2	Exist	Subscription Only
17108687	Bundle A	Courtroom Handbook on Texas Evidence, 2025 ed.	1	Exist	Subscription Only

		(Vol. 2A, Texas Practice Series)			
42537417	Bundle A	O'Connor's Texas CPRC Plus, 2025-2026 ed.	1	Exist	Subscription Only
15347785	Bundle A	Texas Rules of Court - State, 2025 ed. (Vol. I, Texas Court Rules)	3	Exist	Subscription Only
22044954	Bundle A	Vernon'sÂ® Texas Statutes and Codes Annotated (Annotated Statute & Code Series)	1	Exist	Subscription Only
42537395	Bundle A	O'Connor's Texas Civil Appeals, 2025 ed.	1	Exist	Subscription Only
17108687	Bundle A	Courtroom Handbook on Texas Evidence, 2025 ed. (Vol. 2A, Texas Practice Series)	1	Exist	Subscription Only
14850572	Bundle A	Sampson, Tindall & England's Texas Family Code Annotated, 2025 ed. (Texas Annotated Code Series)	1	Exist	Subscription Only
22024066	Bundle A	Texas Civil Practice and Remedies Code, 2024 ed. (West'sÂ® Texas Statutes and Codes)	1	Exist	Subscription Only
42537393	Bundle A	O'Connor's Texas Rules Civil Trials, 2025 ed.	6	Exist	Subscription Only
42537415	Bundle A	O'Connor's Texas Causes of Action, 2025 ed.	1	Exist	Subscription Only
42537413	Bundle A	O'Connor's Texas Causes of Action Pleadings, 2025 ed.	1	Exist	Subscription Only
42537407	Bundle A	Texas Rules of Evidence Handbook, 2025 ed.	1	Exist	Subscription Only
42537395	Bundle A	O'Connor's Texas Civil Appeals, 2025 ed.	1	Exist	Subscription Only
42537417	Bundle A	O'Connor's Texas CPRC Plus, 2025-2026 ed.	1	Exist	Subscription Only
15347785	Bundle A	Texas Rules of Court - State, 2025 ed. (Vol. I, Texas Court Rules)	1	Exist	Subscription Only
22044954	Bundle A	Vernon'sÂ® Texas Statutes and Codes Annotated (Annotated Statute & Code Series)	1	Exist	Subscription Only
40277392	Bundle A	Texas Rules of Court - Local, 2025 ed. (Vol. III, Texas Court Rules)	1	Exist	Subscription Only
42537393	Bundle A	O'Connor's Texas Rules Civil Trials, 2025 ed.	1	Exist	Subscription Only
42537419	Bundle A	O'Connor's Texas Property Code Plus, 2025-2026 ed.	1	Exist	Subscription Only
42537439	Bundle A	O'Connor's Texas Crimes and Consequences, 2024-2025 ed.	1	Exist	Subscription Only
42537443	Bundle A	O'Connor's Texas Criminal Codes Plus, 2024-2025 ed.	1	Exist	Subscription Only
42537447	Bundle A	O'Connor's Texas Business & Commerce Code Plus, 2024-2025 ed.	1	Exist	Subscription Only

West Complete Products
***If subscription type is "new", the Ship To Address will be the same shipping address as on the Order Form..**

Charges During Minimum Term

Material #	Product Name	Year 1 Charges per Billing Freq	% incr Yr 1-2*	Year 2 Charges per Billing Freq	% incr Yr 2-3*	Year 3 Charges per Billing Freq	% incr Yr 3-4*	Year 4 Charges per Billing Freq	% incr Yr 4-5*	Year 5 Charges per Billing Freq	Billing Freq
40666420	West Complete Library Subscription	$2,336.04	5.00%	$2452.84	5.00%	$2575.48	5.00%	$2704.25	N/A	N/A	Monthly

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing. Refer to Order Form for Billing Frequency Type.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*30.

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

Contract Approval Request Form

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

Date of Request: 8/28/2025
Contract Type: Expense
Renewal Contract: No
Department Name: Personal Bond/Collections
Department Contact: Aaron Johnson
Description: Consideration of approval of a contract with Thomson Reuters for West proflex submitted by the Personal Bond/Collections

7) **PEID No:** 701533
8) **Req No:**
9) **Orgkey:** 2211
10) **Object Code:** 5317000
11) **Vendor:** Thomson Reuters
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name:**
14) **Fund #:**
15) **Current Year Budgeted:** FY2026 tentatively budgeted $280,000
16) **Current Year Projected:** $280,000
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 10/1/2025
23) **Auto Renewal Contract:** No
24) **Bid No: 25-036**
25) **Contract End Date:** 9/30/2027
26) **Contract # Issued by Purchasing Department: 206869**

NOTES:

Cost Center: 129100 - Not Required - Publicly Traded Company

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Disapprove	8/28/25 8:19 am
Notes:	CAR form needed		
2	Aaron Johnson	Approve	8/28/25 1:04 pm
3	Melissa Fleming	Approve	8/29/25 2:57 pm
4	Veronica Van Horn	Approve	9/2/25 11:40 am
5	Diana Huallpa	Approve	9/2/25 5:02 pm
6	Sergio Cruz	Approve	9/4/25 9:04 am
7	Veronica Van Horn	Approve	9/4/25 11:21 am

Order Form Order ID: Q-09537283

Contact your representative pat.simpson@thomsonreuters.com with any questions. Thank you.

Sold To Account Address	Shipping Address	Billing Address
Account #: 1000435400 GALVESTON COUNTY JUDGES & ASHLEY MUNOZ 600 59TH ST STE 1500 GALVESTON TX 77551-4179 US "Customer"	Account #: 1000435400 GALVESTON COUNTY JUDGES & ASHLEY MUNOZ 600 59TH ST STE 1500 GALVESTON TX 77551-4179 US	Account #: 1000435400 GALVESTON COUNTY JUDGES & ASHLEY MUNOZ 600 59TH ST STE 1500 GALVESTON, TX 77551-4179 US

This Order Form is a legal document between Customer and

A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: https://www.tr.com/trorderinginfo

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

For Federal Customers the following shall apply: Thomson Reuters General Terms and Conditions (available here: http://tr.com/federal-general-terms-and-conditions apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (http://tr.com/us-general-terms-and-conditions) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

ProFlex Products
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	$15,980.82	48

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Banded Product Subscriptions. You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges to the market rate for all of your attorneys.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Material Change. If, at any time during the Minimum Term or the Renewal Term, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, we will modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf

http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Confidentiality of Ordering Document. You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.

Product Specific Terms

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: http://www.thomsonreuters.com/document-intelligence-PST.

Additional Terms for Services with Generative AI Skills: The following additional terms shall apply to Thomson Reuters Products with Generative AI Skills (including but not limited to all CoCounsel branded Products; all Products with AI Assisted Research; Practical Law or Practical Law Connect, with Dynamic Tool Set; Practical Law UK Premium; Practical Law Global Premium), listed on this order form, and are incorporated into this order form by reference: http://tr.com/genai-terms.

CoCounsel Core and CoCounsel Drafting Product Specific Terms: The following product specific terms shall apply to CoCounsel Core and CoCounsel Drafting and are incorporated into this order form by reference: http://tr.com/cocounselcore-and-drafting-product-specific-terms.

Product Specific Terms and Service Levels: The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms http://tr.com/HighQ-PST
- HighQ Service Level**s:** Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: http://tr.com/HighQ-SLA. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

The Federal Product Specific Terms can be found here: http://tr.com/federal-product-specific-terms

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply.

- Campus Research

- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Drafting Tools Product Specific Terms: The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: https://www.thomsonreuters.com/draftingassistant-and-clausefinder-pst.

For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation) In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw Or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

West Publishing Corporation

Authorized Signatory

John S. Nelson, Director, Procurement and Proposal Management
Name, Title

8/22/2025
Date

Acknowledgement: Order ID: Q-09537283

Signature of Authorized Representative for order	**Title**
Printed Name	**Date**

This Order Form will expire and will not be accepted after 12/10/2025.

Attachment Order ID: Q-09537283

Contact your representative pat.simpson@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000435400
This order is made pursuant to:

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)
Contact Name: Roady, Jack
Email: jack.roady@co.galveston.tx.us

eBilling Contact
Contact Name Jack Roady
Email **jack.roady@co.galveston.tx.us**

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000435400	GALVESTON COUNTY JUDGES &	600 59TH ST STE 1500 GALVESTON TX 77551-4179 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
70	Attorneys	41933475	Westlaw Litigation Collection, Enterprise access, Government
70	Attorneys	42059325	Gvt - Litigation Reports (Westlaw PRO™)
70	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government
70	Attorneys	42566958	Gvt - WL4G O'Connor's (WestlawPRO™)
70	Attorneys	43102993	Westlaw Precision Preferred with CoCounsel National Primary Law, Enterprise access, Government

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
AARON	JOHNSON	aaron.johnson@galvestoncountytx.gov	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex

Charges During Minimum Term

Material #	Product Name	Year 1 Charges per Billing Freq	% incr Yr 1-2*	Year 2 Charges per Billing Freq	% incr Yr 2-3*	Year 3 Charges per Billing Freq	% incr Yr 3-4*	Year 4 Charges per Billing Freq	% incr Yr 4-5*	Year 5 Charges per Billing Freq	Billing Freq
40757482	West Proflex	$15,980.82	5.00%	$16779.86	5.00%	$17618.85	5.00 %	$18499.79	N/A	N/A	Monthly

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing. Refer to Order Form for Billing Frequency Type.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*31.

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

Consideration for authorization to re-solicit for cementitious slurry material submitted by the Interim Purchasing Agent

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	9/3/25 12:03 pm

THE COUNTY OF GALVESTON

VERONICA VAN HORN
INTERIM PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor, Purchasing
GALVESTON, TEXAS 77550
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

September 15, 2025

Honorable County Judge
Honorable County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

Re: ITB #B232006 Cementitious Slurry Material Contract #CM23083

Gentlemen,

The contract associated with ITB #B232006, Cementitious Slurry Material is scheduled to expire on January 28, 2026 and there are no further extensions.

Authorization is requested to re-solicit for these services.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Veronica Van Horn

Veronica Van Horn
Interim Purchasing Agent

Dickey, Tammy

From: Fleming, Melissa
Sent: Friday, August 29, 2025 9:16 AM
To: Dickey, Tammy
Subject: FW: B232006 - Cementitious Slurry Material

Hi Tammy,

This is for B232006 - Cementitious Slurry Material.

Sincerely,

Melissa Fleming
Contract Administrator
Galveston County Purchasing Department
Galveston County Courthouse
722 21st. Street, 5th Floor
Galveston, Texas 77550
Office: (409) 770-5375
Fax: (409) 765-3106
e-mail: melissa.fleming@galvestoncountytx.gov

Principles and Practices of Public Procurement
Accountability, Ethics, Impartiality, Professionalism, Service, Transparency

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From: Wallace, Tiffany <Tiffany.Wallace@co.galveston.tx.us>
Sent: Thursday, August 28, 2025 2:03 PM
To: Fleming, Melissa <Melissa.Fleming@galvestoncountytx.gov>
Subject: Re: B232006 - Cementitious Slurry Material

We will re bid thank you

Sent via the Samsung Galaxy S24 Ultra, an AT&T 5G smartphone
Get Outlook for Android

From: Richardson, Walter <Walter.Richardson@co.galveston.tx.us>
Sent: Thursday, August 28, 2025 2:02:19 PM
To: Wallace, Tiffany <Tiffany.Wallace@co.galveston.tx.us>
Cc: Smith, Zachary <Zachary.Smith@co.galveston.tx.us>
Subject: Re: B232006 - Cementitious Slurry Material

Yes

Get Outlook for iOS

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*32.

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

Consideration for authorization to re-solicit for asphalt, oils & emulsions submitted by the Interim Purchasing Agent

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	9/3/25 2:36 pm

THE COUNTY OF GALVESTON

VERONICA VAN HORN
INTERIM PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor, Purchasing
GALVESTON, TEXAS 77550
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

September 15, 2025

Honorable County Judge
Honorable County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

Re: ITB #B232002, Asphalt, Oils & Emulsions Contract #CM23202

Gentlemen,

The contract associated with ITB #B232002, Asphalt, Oils & Emulsions is scheduled to expire on January 23, 2026 and there are no further extensions.

Authorization is requested to re-solicit for these services.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Veronica Van Horn

Veronica Van Horn
Interim Purchasing Agent

Dickey, Tammy

From: Fleming, Melissa
Sent: Friday, August 29, 2025 9:17 AM
To: Dickey, Tammy
Subject: FW: B232002 - Asphalt, Oils & Emulsions (Plant site and Delivery)

Hi Tammy,

This is for B232002 - Asphalt, Oils & Emulsions (Plant site and Delivery).

Sincerely,

Melissa Fleming
Contract Administrator
Galveston County Purchasing Department
Galveston County Courthouse
722 21st. Street, 5th Floor
Galveston, Texas 77550
Office: (409) 770-5375
Fax: (409) 765-3106
e-mail: melissa.fleming@galvestoncountytx.gov

Principles and Practices of Public Procurement
Accountability, Ethics, Impartiality, Professionalism, Service, Transparency

---

From: Wallace, Tiffany <Tiffany.Wallace@co.galveston.tx.us>
Sent: Thursday, August 28, 2025 2:04 PM
To: Fleming, Melissa <Melissa.Fleming@galvestoncountytx.gov>
Subject: Re: B232002 - Asphalt, Oils & Emulsions (Plant site and Delivery)

We will reside thank you

Sent via the Samsung Galaxy S24 Ultra, an AT&T 5G smartphone
Get Outlook for Android

From: Richardson, Walter <Walter.Richardson@co.galveston.tx.us>
Sent: Thursday, August 28, 2025 2:02:50 PM
To: Wallace, Tiffany <Tiffany.Wallace@co.galveston.tx.us>; Smith, Zachary <Zachary.Smith@co.galveston.tx.us>
Subject: Re: B232002 - Asphalt, Oils & Emulsions (Plant site and Delivery)

Ok we can rebid

Get Outlook for iOS

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*33.

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

Consideration for authorization to dispose of salvage or surplus property submitted by the Interim Purchasing Agent

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	9/4/25 5:09 pm

THE COUNTY OF GALVESTON

VERONICA VAN HORN
INTERIM PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor, Purchasing
GALVESTON, TEXAS 77550
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

September 15, 2025

Honorable County Judge
Honorable County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

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,

Veronica Van Horn

Veronica Van Horn
Interim Purchasing Agent

Dickey, Tammy

From: Nolan, Edward
Sent: Friday, August 22, 2025 10:21 AM
To: Dickey, Tammy
Subject: Agenda request for commissioners court 09/15/2025: 211101, SO Furniture Surplus 20250915
Attachments: 211101, SO Furniture Surplus 20250915.pdf

Good morning,

Could we please place the following property items on the next available commissioners court for appropriate removal or reallocation: (**211101, SO Furniture Surplus 20250915pdf):**

#	Qty	FAID	Make	Model	Serial #	Description	Condition/Notes
1	20+					Cabinets (file & other)	Various sizes & shapes
2	19					desks	Various sizes & conditions
3	2					hutches	
4	1		Hiair			mini refrigerator	
5	1		Sylvania			24" Television	
6	1		Mesa			Drop-box Safe	
7	1		Fagor	Concept		(oven / autoclave?)	
8	1					Stepladder (4 ft)	
9	9+					cube storages & write surfaces	parts of modular storage
10	5					rolling carts	

Thanks!

Edward Nolan
Purchasing Asset Coordinator
Galveston County Purchasing Department
(409) 770-5417
(409) 621-7991 Fax
Edward.Nolan@co.galveston.tx.us

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PROPERTY DISPOSAL REPORT

DATE: 08/20/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 211101, Sheriff's Office Chief Deputy 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: N/A - Furniture - see attached sheet
FAID No. & Description

Reason for disposal: Replaced furniture

Serial No./VIN #: _____

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

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

8/25/2025
Date Form Processed

Fixed Asset Property Manager

Form No. FA-09

GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM

Date: 08/20/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

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

Re: Pre-disposal disclosure

Method of Disposal: _____ Destroy _____ Scrap _____ Salvage Starting Bid $ _____

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

Disposal of FAID No: N/A Description: Furniture - see attached sheet

Make: _____ Model: _____

Serial/VIN: _____ Year: _____ Color: _____

Description of Use: Furniture

Reason for Disposal: Replaced furniture

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

If no, please describe and list all defects.

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

8/22/2025
Date Form Processed

Fixed Asset Property Manager

Form No. FA-10
04/20/2015

#	Qty	FAID	Make	Model	Serial #	Description	Condition/Notes
1	20+					Cabinets (file & other)	Various sizes & shapes
2	19					desks	Various sizes & conditions
3	2					hutches	
4	1		Hiair			mini refrigerator	
5	1		Sylvania			24" Television	
6	1		Mesa			Drop-box Safe	
7	1		Fagor	Concept		(oven / autoclave?)	
8	1					Stepladder (4 ft)	
9	9+					cube storages & write surfaces	parts of modular storage
10	5					rolling carts	
11							
12							
13							
14							
15							
16							

FAGOR
CONCEPT
FAGOR

MESA
SAFE COMPANY

TFX
MOSSBERG

Dickey, Tammy

From: Nolan, Edward
Sent: Thursday, August 28, 2025 12:43 PM
To: Dickey, Tammy
Subject: Agenda request for commissioners court 09/15/2025: 170100, Facilities - Warehouse surp 20250515
Attachments: 170100, Facilities - Warehouse surp 20250515.pdf

Good afternoon,

Could we please place the following property items on the next available commissioners court for appropriate removal or reallocation or treatment as salvage: (**170100, Facilities - Warehouse surp 20250515.pdf):**

#	Qty	FAID	Make	Model	Serial #	Description	Condition/Notes
1	20+	N/A				Built-in cabinets (apprx count)	From temp buildings / decent quality / surplus
2	15+	N/A				Particle wood desks (apprx count)	Salvage / particle board crumbles on re-build
3	6+	N/A				Corian lab tables from Med Exam	Salvage
4	1	N/A	Aprilaire	1710A	332013A72342	Dehumidifier	
5	20+	N/A	Various			Motors (apprx count) - broken / dmg'd	Salvage / broken motors (small)
6	1	N/A	True	T-49	7233812	Scientific Refrigerator - broken	Salvage
7	1	N/A	Lochinvar	100148525	102745524	Water heater	Non-working - salvage
8	1	N/A	Trane	TTA120A 300GB	172721H5YA	Condenser	Non-working - salvage
9	8+	N/A				Assemble-desks (cabinets + topper)	surplus / from temp buildings

Thanks!

Edward Nolan
Purchasing Asset Coordinator
Galveston County Purchasing Department
(409) 770-5417
(409) 621-7991 Fax
Edward.Nolan@co.galveston.tx.us

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PROPERTY DISPOSAL REPORT

DATE: 08/28/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 170100, Facilities Misty Witmer, CIO
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 - Misc Items - see attached sheet
FAID No. & Description

Reason for disposal: Replaced / broken / No longer needed

Serial No./VIN #: _____

From: 170100, Facilities Location: Old Skills Garage
Department No. & Name Building, Floor, Suite, or Room No.

Comments: _____

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PURCHASING DEPARTMENT USE ONLY

8/28/2025
Date Form Processed

Fixed Asset Property Manager

Form No. FA-09

GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM

Date: 08/28/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: _____ Misty Witmer, CIO 170100, Facilities
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: Misc Items - see attached sheet

Make: _____ Model: _____

Serial/VIN: _____ Year: _____ Color: _____

Description of Use: Furnishings / built-ins / misc items

Reason for Disposal: Replaced / broken / No longer needed

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

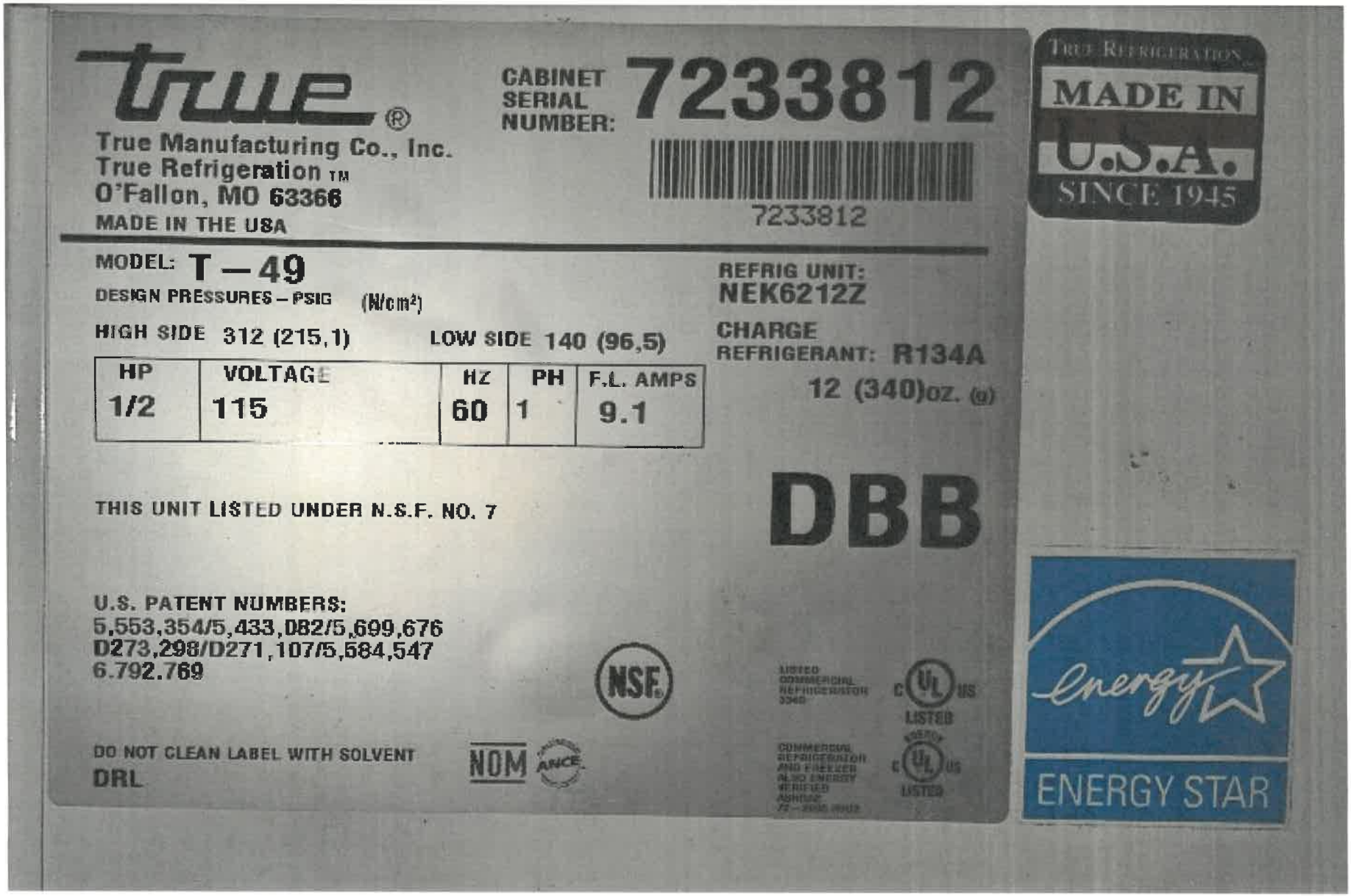
PURCHASING DEPARTMENT USE ONLY

8/28/2025
Date Form Processed

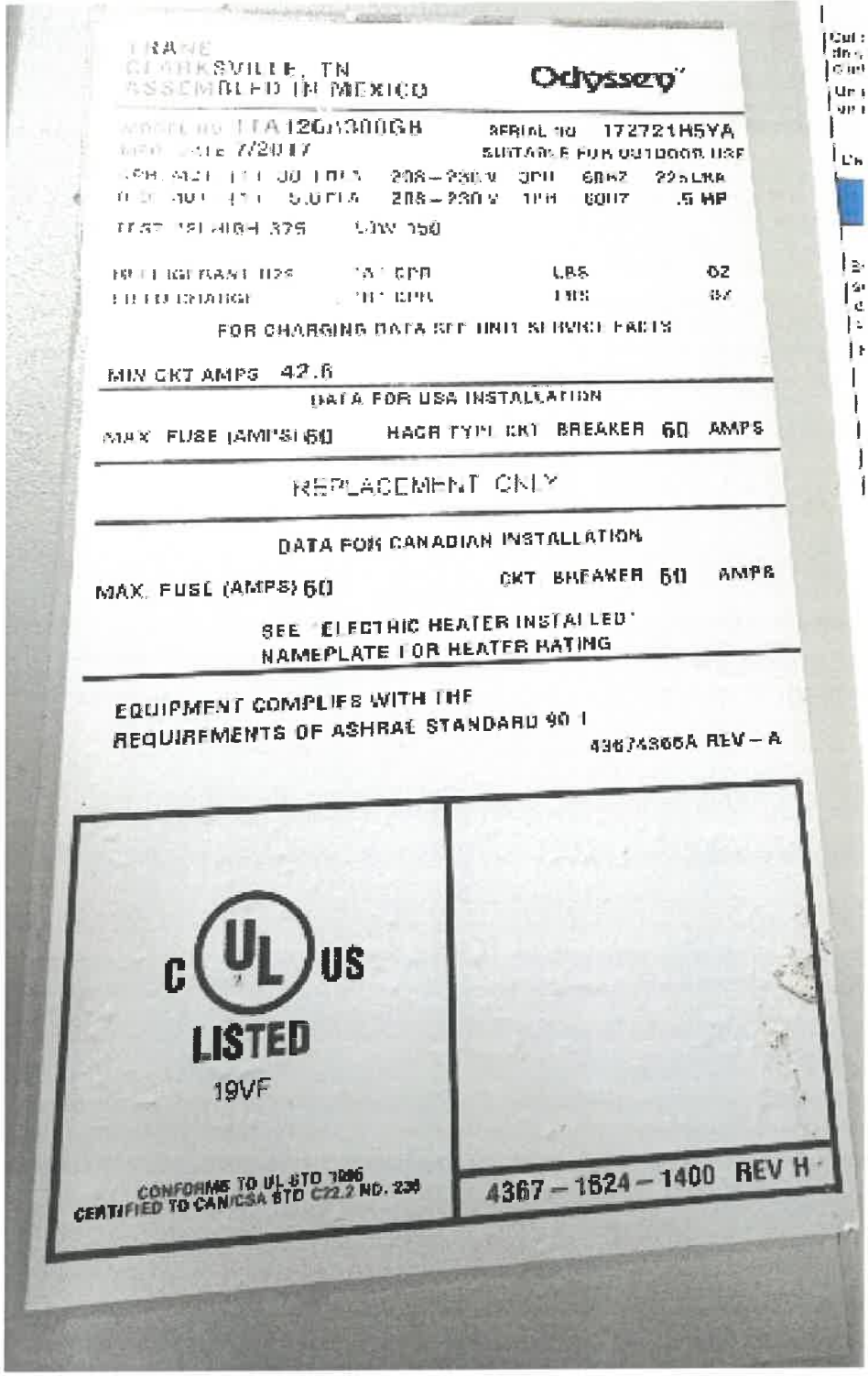
_____
Fixed Asset Property Manager

Form No. FA-10
04/20/2015

#	Qty	FAID	Make	Model	Serial #	Description	Condition/Notes
1	20+	N/A				Built-in cabinets (apprx count)	From temp buildings / decent quality / surplus
2	15+	N/A				Particle wood desks (apprx count)	Salvage / particle board crumbles on re-build
3	6+	N/A				Corian lab tables from Med Exam	Salvage
4	1	N/A	Aprilaire	1710A	332013A72342	Dehumidifier	
5	20+	N/A	Various			Motors (apprx count) - broken / dmg'd	Salvage / broken motors (small)
6	1	N/A	True	T-49	7233812	Scientific Refrigerator - broken	Salvage
7	1	N/A	Lochinvar	100148525	102745524	Water heater	Non-working - salvage
8	1	N/A	Trane	TTA120A 300GB	172721H5YA	Condenser	Non-working - salvage
9	8+	N/A				Assemble-desks (cabinets + topper)	surplus / from temp buildings
10							
11							
12							
13							
14							
15							
16							


True ®
True Manufacturing Co., Inc.
True Refrigeration TM
O'Fallon, MO 63366
MADE IN THE USA
CABINET SERIAL NUMBER: 7233812
7233812
TRUE REFRIGERATION
MADE IN U.S.A. SINCE 1945
MODEL: T – 49
DESIGN PRESSURES – PSIG (N/cm²)
HIGH SIDE 312 (215,1)
LOW SIDE 140 (96,5)
REFRIG UNIT: NEK6212Z
CHARGE
REFRIGERANT: R134A
12 (340)oz. (g)
HP 1/2
VOLTAGE 115
HZ 60
PH 1
F.L. AMPS 9.1
DBB
THIS UNIT LISTED UNDER N.S.F. NO. 7
U.S. PATENT NUMBERS:
5,553,354/5,433,082/5,699,676
D273,298/D271,107/5,584,547
6.792.769
NSF
LISTED COMMERCIAL REFRIGERATOR 3340
c UL us LISTED
COMMERCIAL REFRIGERATOR AND FREEZER ALSO ENERGY VERIFIED
c UL us LISTED
DO NOT CLEAN LABEL WITH SOLVENT
DRL
NOM
ANCE
energy
ENERGY STAR

Lochinvar


TRANE
CLARKSVILLE, TN
ASSEMBLED IN MEXICO
Odyssey
SERIAL NO 172721H5YA
SUITABLE FOR OUTDOOR USE
208–230 V 3PH 60HZ 22.5 LRA
208–230 V 1PH 60HZ .5 HP
LBS OZ
LBS OZ
FOR CHARGING DATA SEE UNIT SERVICE FACTS
MIN CKT AMPS 42.6
DATA FOR USA INSTALLATION
MAX FUSE (AMPS) 60 HACR TYPE CKT BREAKER 60 AMPS
REPLACEMENT ONLY
DATA FOR CANADIAN INSTALLATION
MAX FUSE (AMPS) 60 CKT BREAKER 60 AMPS
SEE "ELECTRIC HEATER INSTALLED" NAMEPLATE FOR HEATER RATING
EQUIPMENT COMPLIES WITH THE REQUIREMENTS OF ASHRAE STANDARD 90.1
4367A366A REV – A
C UL US
LISTED
19VF
CONFORMS TO UL STD 1995
CERTIFIED TO CAN/CSA STD C22.2 NO. 236
4367 – 1624 – 1400 REV H

COMMERCIAL STORAGE
TANK WATER HEATER

LLC

MODEL NUMBER	SERIAL NUMBER	ITEM ID/PART NUMBER
100148525	102745524	HSX54080

PHASE	VOLTS-AC	No. OF ELEMENTS	WATTS EACH	WATTS TOTAL
1/3	480	9	6000	54,000

CAPACITY US GAL		STANDBY LOSS		MAX WORKING PRESSURE
RATED	MEASURED	%	WATTS	
73	80	1	81	150.0

Lochinvar, LLC
300 Maddox Simpson Pkwy
Lebanon, TN 37090

CAUTION
ATTENTION

Moving Parts. Do not operate unit with access panels removed.

Pièces mobiles. Ne pas faire fonctionner l'appare si les panneaux d'accès ne sont pas en place.

Risk of Electric Shock. Disconnect power before servicing unit.

Risque de décharge électrique. Débrancher l'appareil avant d'en faire l'entretien

Hot parts. Do not operate with access panels remov

Les pièces deviennent très chaudes. Ne pas faire fonc l'appareil si les panneaux d'accès ne sont pas en pl

Aprilaire®

DEHUMIDIFIER
Model 1710A

110/120VAC, 60 HZ, 8 AMPS
THERMALLY PROTECTED MOTORS
REFRIGERANT: 410A, 23 OZ
MAXIMUM DESIGN PRESSURE (PSIG):

Inte
312

ULINE

SIDE UP
INSPECT FOR
DAM. ASE BEFORE
ACCEPTING

Dickey, Tammy

From: Nolan, Edward
Sent: Thursday, September 4, 2025 1:58 PM
To: Dickey, Tammy
Subject: Agenda request for commissioners court 09/15/2025: 151300, Auditors Office 20250915
Attachments: 151300, Auditors Office 20250915.pdf

Good afternoon,

Could we please place the following property items on the next available commissioners court for appropriate removal or reallocation: (**151300, Auditors Office 20250915.pdf**):

#	Qty	FAID	Make	Model	Serial #	Description	Condition/Notes
1	18	N/A				Rolling task chairs (apprx count)	Surplus
2	4	N/A				Bookcase	Surplus
3	10	N/A				Guest chairs / non-rolling	Surplus
4	5	N/A				Desks with return	Surplus
5	3	N/A				Desks no return	Surplus
6	7	N/A				Cabinets (file or other)	Surplus
7	1	N/A				Credenza	Surplus
8	1	N/A				Hutch	Surplus
9	1	N/A				Tree, ornamental	Surplus
10	2	N/A				Boxes of Misc Office supplies	Surplus
11	1	N/A				Rolling media cart	Surplus
12	1					Television	Surplus
13	1					Folding table	Surplus
14	6+					bins (recycling & trash)	Surplus
15	80+					Modular elements	Walling, writing surfaces, storage, etc
16	53+	N/A				Rolling task chairs (apprx count)	Prof svcs storage area

Thanks!

Edward Nolan
Purchasing Asset Coordinator
Galveston County Purchasing Department
(409) 770-5417
(409) 621-7991 Fax
Edward.Nolan@co.galveston.tx.us

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PROPERTY DISPOSAL REPORT

DATE: 08/28/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 151300, Auditors Office Christie Motogbe, CPA Christie Motogbe
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 furniture - see attached sheet
FAID No. & Description

Reason for disposal: Replaced / No longer needed

Serial No./VIN #: _____

From: 151300, Auditors Office Location: 722 Moody Ave, 4th Floor
Department No. & Name Building, Floor, Suite, or Room No.

Comments: _____

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PURCHASING DEPARTMENT USE ONLY

_____ Date Form Processed

_____ Fixed Asset Property Manager

Form No. FA-09

GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM

Date: 08/28/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Christie Motogbe (Authorized Signature) Christie Motogbe, CPA (Print Name) 151300, Auditors Office (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: Office furniture / furnishings

Make: _____ Model: _____

Serial/VIN: _____ Year: _____ Color: _____

Description of Use: Furnishings / chairs / office items

Reason for Disposal: Replaced / broken / No longer needed

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

If no, please describe and list all defects.

_____

_____

Other: _____

_____

_____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

_____ Date Form Processed

_____ Fixed Asset Property Manager

Form No. FA-10
04/20/2015

#	Qty	FAID	Make	Model	Serial #	Description	Condition/Notes
1	18	N/A				Rolling task chairs (apprx count)	Surplus
2	4	N/A				Bookcase	Surplus
3	10	N/A				Guest chairs / non-rolling	Surplus
4	5	N/A				Desks with return	Surplus
5	3	N/A				Desks no return	Surplus
6	7	N/A				Cabinets (file or other)	Surplus
7	1	N/A				Credenza	Surplus
8	1	N/A				Hutch	Surplus
9	1	N/A				Tree, ornamental	Surplus
10	2	N/A				Boxes of Misc Office supplies	Surplus
11	1	N/A				Rolling media cart	Surplus
12	1					Television	Surplus
13	1					Folding table	Surplus
14	6+					bins (recycling & trash)	Surplus
15	80+					Modular elements	Walling, writing surfaces, storage, etc
16	53+	N/A				Rolling task chairs (apprx count)	Prof svcs storage area

Nolan, Edward

To: Dickey, Tammy
Subject: Agenda request for commissioners court 09/15/2025: Fleet surplus (7 veh & equip) 20250915.pdf
Attachments: 172111 Fleet vehicles 20250915.pdf

Good afternoon,

Could we please place the following asset on the next available commissioners court appropriate removal as surplus: (**Fleet surplus (7 veh & equip) 20250915.pdf.pdf):**

#	FAID	Unit	VIN	Desc	Notes
1	29251	C6602	1FTRF12276NB40780	2006 Ford F150	chemical smell/ age of asset
2	30128	C5811	LV5525R453700	2008 JOHN DEERE 5525	bad battery /bad hydr pump
3	30459	C5914	1FDWX3GR2AEA49843	2010 Ford F350	engine light / blue wrench light
4	31601	C0211	1FTFW1CF5CFB26936	2012 Ford F150	Low pressure light / bent tail
5	32016	C3605	1FM5K8ARXGGA62921	2016 Ford EXPLORER	age / mileage
6	32130	C0642	1GNLCDEC3GR328525	2016 CHEVROLET Tahoe	no start w/boost, no lights
7	32646	C3909	1GNLCDKC0KR322954	2019 CHEVROLET Tahoe	low press & theft deter lights on

Thanks!

Edward Nolan
Purchasing Asset Coordinator
Galveston County Purchasing Department
(409) 770-5417
(409) 621-7991 Fax
Edward.Nolan@co.galveston.tx.us

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ASSET TRANSFER REQUEST

Date: 07/30/2025

To: Purchasing Department, Fixed Asset Property Manager

Transferor: Haley Billiot — Department / Division: MOSQUITO CONTROL
(Authorized Asset Custodian Signature) (Print Name)

Receiver: ELIZABETH BRYANT — Department / Division: 172111/FLEET MGMT
(Authorized Asset Custodian Signature) (Print Name)

RE: Please amend the inventory to reflect the following change(s) due to TRANSFER

Transfer 29251 (FAID#, last 5 digits) Unit # C6602 Description 2006 FORD F150 SerialVIN 40780 (last 5 digits)
From MOSQUITO CONTROL (Department/Division Name) Location 5115 HWY 3 DICKINSON TX 77539 (Building, Floor, Suite or Room No)
To 172111/FLEET MGMT (Department/Division Name) Location 2875 NICHOLAS AVE, DKN 77539 (Building, Floor, Suite or Room No)
Reason for Transfer AGE / MILAGE OF ASSET - ASSET WAS REPLACED BY: C6403

Transfer 31721 (FAID#, last 5 digits) Unit # C6310 Description 2013 FORD F150 SerialVIN 41014 (last 5 digits)
From MOSQUITO CONTROL (Department/Division Name) Location 5115 HWY 3 DICKINSON TX 77539 (Building, Floor, Suite or Room No)
To 172111/FLEET MGMT (Department/Division Name) Location 2875 NICHOLAS AVE DKN 77539 (Building, Floor, Suite or Room No)
Reason for Transfer AGE / MILAGE OF ASSET - ASSET WAS REPLACED BY: C6404

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9/4/2025
Date Form Processed

Fixed Asset Property Manager

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revised 10/05/2020

ASSET DISPOSAL REPORT

DATE: 9/4/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT
Department No. & Name, Department Asset Custodian Authorized Signature

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

METHOD OF DISPOSAL

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

Disposal of: 29251 2006 FORD F150
FAID No.

Reason for disposal: AGE OF ASSET, ASSET HAS BEEN REPLACED

Serial No./VIN #: 1FTRF12276NB40780

From: 172111 FLEET MGMT Location: 2875 NICHOLAS AVE DICKINSON
Department No. & Name Building, Floor, Suite, or Room No.

Comments: C6602

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Fixed Asset Property Manager

Form No. FA-03

FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 9/3/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: _____ ELIZABETH BRYANT 172111/FLEET MGMT
Signature | Print Name | Department/Division

Re: Pre-auction vehicle disclosure

Starting Bid: _____

Disposal of FAID No: 29251 Description: 2006 FORD F150

Unit # C6602 Serial/VIN: 1FTRF12276NB40780 Mileage: 72020

Reason for Disposal: AGE / MILAGE / ASSET HAS BEEN REPLACED

Has this vehicle ever been in a wreck? ____ Yes X No If Yes, what year. _____

What type of damaged resulted from wreck? _____

List any engine issues: _____

List any transmission issues: _____

List any fluid leaks (oil, fuel, radiator, transmission, etc.) _____

Are all tires road-worthy? X Yes ____ No If No, please explain: _____

Is there a spare tire? ____ Yes X No Is the full jack present? ____ Yes X No

Other: _____

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PURCHASING DEPARTMENT USE ONLY

9/4/2025
Date Form Processed

_____
Fixed Asset Property Manager

Form No. FA-06

Vehicle Inspection Form

Inventory ID: C6602	Asset Number: 29251	Fair Market Value:

Short Description:
Year 2006 Make FORD Model F150

VIN: 1FTRF12276NB40780 Title Restriction: ☐ Y ☐ N

Odometer: 72046 ☒ Miles ☐ Kilometers Odometer Accurate ☒ Y ☐ N:

Long Description:

This Vehicle: ☐ Starts ☒ Starts with a Boost & ☒ Runs/Driveable ☐ Engine Runs ☐ Does Not Run ☐ For Parts Only

Engine- Type: 4.2 L, V6 ☒ Gas ☐ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid

Engine Condition: ☒ Runs ☐ Needs repair ☐ is in unknown condition

Repairs needed:

This vehicle was maintained every ____ ☐ Days ☐ Hours ☐ Miles

Date Removed From Service: Maintenance Records: ☐ Available ☐ Not Available For Inspection

Transmission: ☒ Automatic ☐ Manual ___Speed Condition: ☐ Operable ☐ Needs repair ☐ Is Unknown Condition

Repairs Needed:

Drivetrain: ☒ 2 Wheel Drive ☐ 4 Wheel Drive Condition:

Exterior: Color: WHITE Windows: ☐ No Cracked Glass ☒ Cracked WINDSHIELD

Minor: ☒ Dents ☒ Scratches ☒ Dings Tire Condition: FAIR Tread: ____ #Flat___ Hubcaps #__

Major Damage to:

Additional Damage: CHEMICAL SMELL, MINOR RUST

Decals: ☐ None ☐ Have Been Sprayed or ☒ Have been Removed & ☒ Impressions Remain ☐ No Impressions

Emergency equip: ☐ None ☒ Has been removed & ☒ There are holes in the exterior ☐ There are no holes

Interior: Color GRAY ☐ Cloth ☒ Vinyl ☐ Leather

Damage to Seats: WORN, TORN & STAINED; HEADLINER STAINED

Damage to Dash/Floor: WORN & STAINED; NO CENTER CONSOLE

Radio: ☒ Stock or ☐ Brand & Model: ☐ AM ☒ AM/FM ☐ AM/FM Cassette ☐ AM/FM CD

☒ AC (Condition: ☒ Cold ☐ Unknown) ☐ No AC Air Bags: ☒ Driver's Side ☒ Dual

☐ Cruise Control ☒ Tilt Steering ☐ Remote Mirrors ☐ Climate Control

Power: ☒ Steering ☐ Windows ☐ Door Locks ☐ Seats

Additional Equipment:

Manufacturer ____ Model ____ Serial # ____

☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand ____ ☐ Hitch: Type ____

Location of Asset: DSY 8/14/2025

For more information contact:

Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.

ASSET TRANSFER REQUEST

Date: 1/13/2025

To: Purchasing Department, Fixed Asset Property Manager

Transferor: LEE CROWDER (Authorized Asset Custodian Signature) (Print Name) Department / Division: 296100 FLOOD

Receiver: ELIZABETH BRYANT (Authorized Asset Custodian Signature) (Print Name) Department / Division: 172111/FLEET MGMT

RE: **Please amend the inventory to reflect the following change(s) due to TRANSFER**

Transfer 30128 (FAID#, last 5 digits) Unit # C5811 Description 2008 JOHN DEERE 5525 SerialVIN 453700 (last 5 digits)

From 296100/FLOOD (Department/Division Name) Location CRYSTAL BEACH/920 NOBLE CARL DRIVE (Building, Floor, Suite or Room No)

To 172111/FLEET MGMT (Department/Division Name) Location 2875 NICHOLAS AVE, DKN 77539 (Building, Floor, Suite or Room No)

Reason for Transfer AGE / HOURS OF ASSET

Transfer _____ (FAID#, last 5 digits) Unit # _____ Description _____ SerialVIN _____ (last 5 digits)

From _____ (Department/Division Name) Location _____ (Building, Floor, Suite or Room No)

To _____ (Department/Division Name) Location _____ (Building, Floor, Suite or Room No)

Reason for Transfer _____

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6/17/2025
Date Form Processed

Edward J — Fixed Asset Property Manager

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(3)

ASSET DISPOSAL REPORT

DATE: 6/16/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT
Department No. & Name, Department Asset Custodian Authorized Signature

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

METHOD OF DISPOSAL

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

Disposal of: 30128 2008 JOHN DEER 5525 TRACTOR
FAID No.

Reason for disposal: AGE OF ASSET, ASSET HAS BEEN REPLACED

Serial No./VIN #: LV5525R453700

From: 172111 FLEET MGMT Location: 2875 NICHOLAS AVE DICKINSON
Department No. & Name Building, Floor, Suite, or Room No.

Comments: C5811

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9/4/2025
Date Form Processed

Fixed Asset Property Manager

Form No. FA-03

GENERAL ASSET PRE-DISPOSAL DISCLOSURE FORM

Date: 6/16/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: [signature] ELIZABETH BRYANT FLEET DEPARTMENT
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: 30128 Description: TRACTOR

Make: JOHN DEERE Model: 5525

Serial/VIN: LV5525R453700 Year: 2008 Color: GREEN

Description of Use: CRYSTAL BEACH MOWING TRACTOR

Reason for Disposal: ASSET HAS BEEN REPLACED

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

If no, please describe and list all defects.

Other:

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9/4/2025
Date Form Processed

[signature]
Fixed Asset Property Manager

Form No. FA-07
03/18/2013

Tractor Inspection Form

Inventory ID: C5811 | **Asset Number** 30128 | **Fair Market Value:**

Short Description:
Year 2008 Manufacturer JOHN DEERE Model 5525 Serial Number LV5525R453700

Please fill in or check **Long Description:**

This Equipment: ☐ Starts ☐ Starts with a Boost & ☐ Is Operable ☒ Is not operable ☐ **For Parts Only**

Engine 4.5 L, V 4 ☐ Gas ☒ Diesel engine ☒ Hours 3269 ☐ Miles _____

This vehicle was maintained every _____ ☐ Hours Horse Power 91

Engine Manufacture: JOHN DEERE **Condition:** ☐ Is Operable ☒ Needs repair ☒ Is in Unknown Condition

Repairs needed: NEEDS BATTERY; FUEL FILTER MISSING; HYDRAULIC FLUID CAP MISSING

Date Removed From Service: _____ Maintenance Records: ☐ Available ☐ Not Available For Inspection

Transmission

Transmission: ☐ Automatic ☐ Manual 12 Speed Transmission: ☐ Hours _____ ☐ Miles _____

Transmission Manufacture: JOHN DEERE **Condition:** ☐ Is Operable ☒ Needs Repair ☒ Is Unknown

Drivetrain 4 WD Repairs Needed: BAD HYDRAULIC PUMP

Attachments & Additional Equipment

☐ Backhoe ☐ Front End Loader ☒ PTO Drive ☒ 3 Point Hitch ☐ Other: _____

Mowing Deck: Manufacture: _____ Model: _____ Type: _____ Size: _____

Deck Condition: ☐ Operable ☐ Not Operable & ☐ Damage: _____

Other Equipment: Manufacturer _____ Model _____

Serial # _____ Condition: ☐ Is Operable ☐ Needs repair ☐ Is in Unknown Condition

Description: _____

Exterior: Color GREEN **Windows:** ☐ No cracked glass ☒ Cracked NO DRIVER'S DOOR

Minor ☒ Dents ☒ Scratches ☒ Dings **Tire Condition:** ☐ Low ☐ Flat

Minor dents to: HOOD BROKEN; FENDER PANELS BROKEN & CRACKED

Major damage to: HOLES IN ROOF; HOOD NOT SECURED TO TRACTOR

Dimensions: _____

Decals: ☐ None ☐ Have been sprayed ☒ Have been removed ☒ Impressions remain ☐ No impressions

Interior: Color TAN ☒ Cloth ☐ Vinyl ☐ Leather

Damage to: WORN, TORN & STAINED

Radio: Brand NO RADIO ☐ AM ☐ AM/FM ☐ AM/FM Cassette ☐ AM/FM CD

☐ Cruise Control Power: ☒ Steering ☐ Seats ☒ AC ☐ No AC Condition: ☐ Cold ☒ Unknown

Location of Asset: DSY 1/2/2025

For more information contact: _____

ASSET TRANSFER REQUEST

Date: 6/10/2025

To: Purchasing Department, Fixed Asset Property Manager

Transferor: (Authorized Asset Custodian Signature) Zach Smith Lee Crowder (Print Name) **Department / Division:** 312110 Administration

Receiver: (Authorized Asset Custodian Signature) Elizabeth Bryant (Print Name) **Department / Division:** 172111/Fleet Mgmt

RE: Please amend the inventory to reflect the following change(s) due to TRANSFER

Transfer 30459 (FAID#, last 5 digits) Unit # C5914 Description 2009 Ford Service Truck SerialVIN 49843 (last 5 digits)

From 312110 Administration (Department/Division Name) Location Dickinson/Road & bridge 5115 Hwy 3 (Building, Floor, Suite or Room No)

To 172111/Fleet Mgmt (Department/Division Name) Location Dickinson/2875 Nichols-Dksn Fleet Lot (Building, Floor, Suite or Room No)

Reason for Transfer Replaced in FY2025 budget,

Transfer _____ (FAID#, last 5 digits) Unit # _____ Description _____ SerialVIN _____ (last 5 digits)

From _____ (Department/Division Name) Location _____ (Building, Floor, Suite or Room No)

To _____ (Department/Division Name) Location _____ (Building, Floor, Suite or Room No)

Reason for Transfer _____

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9/4/2025
Date Form Processed

Fixed Asset Property Manager

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ASSET DISPOSAL REPORT

DATE: 9/4/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT
Department No. & Name, Department Asset Custodian Authorized Signature

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

METHOD OF DISPOSAL

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

Disposal of: 30459 2010 FORD F230 SERVICE BODY
FAID No.

Reason for disposal: AGE OF ASSET, ASSET HAS BEEN REPLACED

Serial No./VIN #: 1FDWX3GR2AEA49843

From: 172111 FLEET MGMT
Department No. & Name

Location: 2875 NICHOLAS AVE DICKINSON
Building, Floor, Suite, or Room No.

Comments: C5914

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PURCHASING DEPARTMENT USE ONLY

9/4/2025
Date Form Processed

Fixed Asset Property Manager

Form No. FA-03

FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 9/3/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: _____ ELIZABETH BRYANT 172111/FLEET MGMT
Signature | Print Name | Department/Division

Re: Pre-auction vehicle disclosure

Starting Bid: _____

Disposal of FAID No: 30459 Description: 2010 FORD F350 SERVICE BODY

Unit # C5914 Serial/VIN: 1FDWX3GR2AEA49843 Mileage: 141210

Reason for Disposal: AGE / MILAGE / ASSET HAS BEEN REPLACED

Has this vehicle ever been in a wreck? ____ Yes X No If Yes, what year. _____

What type of damaged resulted from wreck? _____

List any engine issues: _____

List any transmission issues: _____

List any fluid leaks (oil, fuel, radiator, transmission, etc.) _____

Are all tires road-worthy? X Yes ____ No If No, please explain: _____

Is there a spare tire? ____ Yes X No Is the full jack present? ____ Yes X No

Other: _____

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PURCHASING DEPARTMENT USE ONLY

9/4/2025
Date Form Processed

_____
Fixed Asset Property Manager

Form No. FA-06

Vehicle Inspection Form

Inventory ID: C5914 Asset Number: 30459 Fair Market Value:

Short Description:
Year 2010 Make FORD Model F350 SERVICE TRUCK

VIN: 1FDWX3GR2AEA49843 Title Restriction: ☐ Y ☐ N

Odometer: 144180 ☒ Miles ☐ Kilometers Odometer Accurate ☐ Y ☐ N: _____

Long Description:

This Vehicle ☒ Starts ☐ Starts with a Boost & ☒ Runs/Driveable ☐ Engine Runs ☐ Does Not Run ☐ For Parts Only

Engine- Type: 6.4L, V8 ☐ Gas ☒ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid

Engine Condition: ☒ Runs ☒ Needs repair ☐ is in unknown condition

Repairs needed: REDUCED ENGINE POWER LIGHT ON; BLUE WRENCH ON

This vehicle was maintained every _____ ☐ Days ☐ Hours ☐ Miles

Date Removed From Service: 6/11/2025 Maintenance Records: ☐ Available ☐ Not Available For Inspection

Transmission: ☒ Automatic ☐ Manual ___Speed Condition: ☐ Operable ☐ Needs repair ☐ Is Unknown Condition

Repairs Needed:

Drivetrain: ☒ 2 Wheel Drive ☐ 4 Wheel Drive Condition: ___

Exterior: Color: WHITE Windows: ☐ No Cracked Glass ☒ Cracked WINDSHIELD

Minor: ☒ Dents ☒ Scratches ☒ Dings Tire Condition: POOR Tread: _____ #Flat 1 Hubcaps #__

Major Damage to:

Additional Damage:

Decals: ☐ None ☐ Have Been Sprayed or ☒ Have been Removed & ☒ Impressions Remain ☐ No Impressions

Emergency equip: ☐ None ☒ Has been removed & ☐ There are holes in the exterior ☐ There are no holes

Interior: Color TAN/BROWN ☐ Cloth ☒ Vinyl ☐ Leather

Damage to Seats: WORN, TORN & STAINED

Damage to Dash/Floor: WORN, TORN & STAINED; HEADLINER & SUN VISOR DAMAGED

Radio: ☒ Stock or ☐ Brand & Model: ☐ AM ☒ AM/FM ☐ AM/FM Cassette ☐ AM/FM CD

☒ AC (Condition: ☒ Cold ☐ Unknown) ☐ No AC Air Bags: ☒ Driver's Side ☒ Dual

☒ Cruise Control ☒ Tilt Steering ☒ Remote Mirrors ☐ Climate Control

Power: ☒ Steering ☒ Windows ☒ Door Locks ☐ Seats

Additional Equipment:

Manufacturer Model Serial #

☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand ☐ Hitch: Type

Location of Asset: DSY 6/18/2025

For more information contact:

Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.

ASSET TRANSFER REQUEST

Date: 1/15/2020

To: Purchasing Department, Fixed Asset Property Manager

From: [signature] Rod Hines (Authorized Asset Custodian Signature) (Print Name)

Department/ Division: G C&O - 211101

RE: Please amend the inventory to reflect the following change(s) due to TRANSFER

Transfer 31601 (FAID#, last 5 digits) Unit # C3211 Description 2012 FORD F150 Serial/VIN 26936 (last 5 digits)

From 211101, Sheriff Admin (Department/Division Name) Location GALV/GA34, 601 54TH ST (Building, Floor, Suite or Room No)

To FLEET SERVICES/172111 (Department/Division Name) Location 5115 HWY 3 DICKINSON TX 77539 (Building, Floor, Suite or Room No)

Reason for Transfer REPLACED DUE TO AGE AND MILEAGE

Transfer _____ (FAID#, last 5 digits) Unit # _____ Description _____ Serial/VIN _____ (last 5 digits)

From _____ (Department/Division Name) Location _____ (Building, Floor, Suite or Room No)

To _____ (Department/Division Name) Location _____ (Building, Floor, Suite or Room No)

Reason for Transfer _____

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1/24/2020
Date Form Processed

[signature]
Fixed Asset Property Manager

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ASSET DISPOSAL REPORT

DATE: 9/4/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT
Department No. & Name, Department Asset Custodian Authorized Signature

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

METHOD OF DISPOSAL

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

Disposal of: 31601 2012 FORD F150
FAID No.

Reason for disposal: AGE OF ASSET, ASSET HAS BEEN REPLACED

Serial No./VIN #: 1FTFW1CF5CFB26936

From: 172111 FLEET MGMT
Department No. & Name

Location: 2875 NICHOLAS AVE DICKINSON
Building, Floor, Suite, or Room No.

Comments: C0211

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9/4/2025
Date Form Processed

Fixed Asset Property Manager

Form No. FA-03

FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 9/3/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: _____ ELIZABETH BRYANT 172111/FLEET MGMT
Signature | Print Name | Department/Division

Re: Pre-auction vehicle disclosure

Starting Bid: _____

Disposal of FAID No: 31601 Description: 2012 FORD F150

Unit # C0211 Serial/VIN: 1FTFW1CF5CFB26936 Mileage: 172385

Reason for Disposal: AGE / MILAGE / ASSET HAS BEEN REPLACED

Has this vehicle ever been in a wreck? ____ Yes X No If Yes, what year. _____

What type of damaged resulted from wreck? _____

List any engine issues: _____

List any transmission issues: _____

List any fluid leaks (oil, fuel, radiator, transmission, etc.) _____

Are all tires road-worthy? X Yes ____ No If No, please explain: _____

Is there a spare tire? ____ Yes X No Is the full jack present? ____ Yes X No

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

9/4/2025
Date Form Processed

_____
Fixed Asset Property Manager

Form No. FA-06

Vehicle Inspection Form

Inventory ID: C0211 | Asset Number: 31601 | Fair Market Value:

Short Description:
Year 2012 Make FORD Model F150

VIN: 1FTFW1CF5CFB26936 Title Restriction: ☐ Y ☐ N

Odometer: 172437 ■ Miles ☐ Kilometers Odometer Accurate ■ Y ☐ N:

Long Description:

This Vehicle: ■ Starts ☐ Starts with a Boost & ■ Runs/Driveable ☐ Engine Runs ☐ Does Not Run ☐ For Parts Only

Engine- Type: 5.0 L, V8 ■ Gas ☐ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid

Engine Condition: ■ Runs ■ Needs repair ☐ is in unknown condition

Repairs needed: LOW TIRE PRESSURE LIGHT ON

This vehicle was maintained every _____ ☐ Days ☐ Hours ☐ Miles

Date Removed From Service: _____ Maintenance Records: ☐ Available ☐ Not Available For Inspection

Transmission: ■ Automatic ☐ Manual ___ Speed Condition: ☐ Operable ☐ Needs repair ☐ Is Unknown Condition

Repairs Needed: _____

Drivetrain: ■ 2 Wheel Drive ☐ 4 Wheel Drive Condition: _____

Exterior: Color: WHITE Windows: ☐ No Cracked Glass ■ Cracked CHIPPED WINDSHIELD

Minor: ■ Dents ■ Scratches ■ Dings Tire Condition: GOOD Tread: _____ #Flat___ Hubcaps #__

Major Damage to: _____

Additional Damage: TAILGATE BENT

Decals: ☐ None ☐ Have Been Sprayed or ■ Have been Removed & ■ Impressions Remain ☐ No Impressions

Emergency equip: ☐ None ■ Has been removed & ☐ There are holes in the exterior ■ There are no holes

Interior: Color GRAY ■ Cloth ☐ Vinyl ☐ Leather

Damage to Seats: WORN, TORN & STAINED

Damage to Dash/Floor: WORN & STAINED

Radio: ■ Stock or ☐ Brand & Model: _____ ☐ AM ■ AM/FM ☐ AM/FM Cassette ☐ AM/FM CD

■ AC (Condition: ■ Cold ☐ Unknown) ☐ No AC Air Bags: ■ Driver's Side ■ Dual

■ Cruise Control ■ Tilt Steering ■ Remote Mirrors ☐ Climate Control

Power: ■ Steering ■ Windows ■ Door Locks ☐ Seats

Additional Equipment: _____

Manufacturer _____ Model _____ Serial # _____

☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand _____ ☐ Hitch: Type _____

Location of Asset: DSY 8/14/2025

For more information contact: _____

Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.

ASSET TRANSFER REQUEST

Date: 1/7/2025

To: Purchasing Department, Fixed Asset Property Manager

Transferor: _____ Clay Pope Department / Division: 211/01 Sheriff
(Authorized Asset Custodian Signature) (Print Name)

Receiver: FOR _____ ELIZABETH BRYANT Department / Division: 172111/FLEET MGMT
(Authorized Asset Custodian Signature) (Print Name)

RE: Please amend the inventory to reflect the following change(s) due to TRANSFER

Transfer 32016 (FAID#, last 5 digits) Unit # C3605 Description 2016 FORD EXPLORER SerialVIN 62921 (last 5 digits)

From 211/01 Sheriff (Department/Division Name) Location 601 54th St. GLV, 77554 (Building, Floor, Suite or Room No)

To 172111/FLEET MGMT (Department/Division Name) Location 2875 NICHOLAS AVE, DKN 77539 (Building, Floor, Suite or Room No)

Reason for Transfer AGE OF ASSET / ASSER HAS BEEN REPLACED BY C3336

Transfer _____ (FAID#, last 5 digits) Unit # _____ Description _____ SerialVIN _____ (last 5 digits)

From _____ (Department/Division Name) Location _____ (Building, Floor, Suite or Room No)

To _____ (Department/Division Name) Location _____ (Building, Floor, Suite or Room No)

Reason for Transfer _____

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9/4/2025
Date Form Processed

Edward A. Fixed Asset Property Manager

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revised 10/05/2020

ASSET DISPOSAL REPORT

DATE: 9/4/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT
Department No. & Name, Department Asset Custodian Authorized Signature

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

METHOD OF DISPOSAL

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

Disposal of: 32016 2016 FORD EXPLORER
FAID No.

Reason for disposal: AGE OF ASSET, ASSET HAS BEEN REPLACED

Serial No./VIN #: 1FM5K8ARXGGA62921

From: 172111 FLEET MGMT
Department No. & Name

Location: 2875 NICHOLAS AVE DICKINSON
Building, Floor, Suite, or Room No.

Comments: C3605

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

9/4/2025
Date Form Processed

Fixed Asset Property Manager

Form No. FA-03

FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 9/3/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: _____ ELIZABETH BRYANT 172111/FLEET MGMT
Signature | Print Name | Department/Division

Re: Pre-auction vehicle disclosure

Starting Bid: _____

Disposal of FAID No: 32016 Description: 2016 FORD EXPLORER

Unit # C3605 Serial/VIN: 1FM5K8ARXGGA62921 Mileage: 118541

Reason for Disposal: AGE / MILAGE / ASSET HAS BEEN REPLACED

Has this vehicle ever been in a wreck? ____ Yes X No If Yes, what year. _____

What type of damaged resulted from wreck? _____

List any engine issues: _____

List any transmission issues: _____

List any fluid leaks (oil, fuel, radiator, transmission, etc.) _____

Are all tires road-worthy? X Yes ____ No If No, please explain: _____

Is there a spare tire? ____ Yes X No Is the full jack present? ____ Yes X No

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

9/4/2025
Date Form Processed

_____
Fixed Asset Property Manager

Form No. FA-06

Vehicle Inspection Form

Inventory ID: C3605 | Asset Number: 32016 | Fair Market Value:

Short Description:
Year 2016 Make FORD Model EXPLORER

VIN: 1FM5K8ARXGGA62921 Title Restriction: ☐ Y ☐ N

Odometer: 119036 ☐ Miles ☐ Kilometers Odometer Accurate ☐ Y ☐ N:

Long Description:

This Vehicle ☒ Starts ☐ Starts with a Boost & ☒ Runs/Driveable ☐ Engine Runs ☐ Does Not Run ☐ For Parts Only

Engine- Type: 3.7 L, V6 ☒ Gas ☐ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid

Engine Condition: ☒ Runs ☐ Needs repair ☐ is in unknown condition

Repairs needed:

This vehicle was maintained every ____ ☐ Days ☐ Hours ☐ Miles

Date Removed From Service: ____ Maintenance Records: ☐ Available ☐ Not Available For Inspection

Transmission: ☒ Automatic ☐ Manual ___ Speed Condition: ☐ Operable ☐ Needs repair ☐ Is Unknown Condition

Repairs Needed: ____

Drivetrain: ☒ 2 Wheel Drive ☐ 4 Wheel Drive Condition: ____

Exterior: Color: WHITE Windows: ☐ No Cracked Glass ☒ Cracked BULLSEYE IN WINDSHIELD

Minor: ☒ Dents ☒ Scratches ☒ Dings Tire Condition: FAIR Tread: ____ #Flat 1 Hubcaps #__

Major Damage to: ____

Additional Damage: ____

Decals: ☐ None ☐ Have Been Sprayed or ☒ Have been Removed & ☒ Impressions Remain ☐ No Impressions

Emergency equip: ☐ None ☒ Has been removed & ☒ There are holes in the exterior ☐ There are no holes

Interior: Color BLACK ☒ Cloth ☐ Vinyl ☐ Leather

Damage to Seats: NORMAL WEAR & TEAR; CENTER CONSOLE DOOR STAYS OPEN; TAPE & HOLES IN DASH

Damage to Dash/Floor: PASSENGER DOOR PANEL DAMAGED; CARPET PULLED OUT FROM UNDER FLOOR PANEL

Radio: ☒ Stock or ☐ Brand & Model: ☐ AM ☐ AM/FM ☐ AM/FM Cassette ☒ AM/FM CD

☒ AC (Condition: ☐ Cold ☒ Unknown) ☐ No AC Air Bags: ☒ Driver's Side ☒ Dual

☒ Cruise Control ☒ Tilt Steering ☒ Remote Mirrors ☐ Climate Control

Power: ☒ Steering ☒ Windows ☒ Door Locks ☒ Seats

Additional Equipment:

Manufacturer ____ Model ____ Serial #

☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand____ ☐ Hitch: Type_

Location of Asset: ____ DSY 6/18/2025

For more information contact: ____

Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.

ASSET TRANSFER REQUEST

Date: 1-12-2021

To: Purchasing Department, Fixed Asset Property Manager

Transferor: _____ MICHEL ROY Department / Division: 211101, SO Admin
(Authorized Asset Custodian Signature) (Print Name)

Receiver: _____ WALTER CHARGOIS Department / Division: FLEET/172111
(Authorized Asset Custodian Signature) (Print Name)

RE: **Please amend the inventory to reflect the following change(s) due to TRANSFER**

Transfer 32130 (FAIO#, last 5 digits) Unit # C3642 Description 2016 CHEVY TAHOE SerialVIN 28525 (last 5 digits)

From 211101, SO ADMIN (Department/Division Name) Location GALV/GA34 (Building, Floor, Suite or Room No)

To FLEET/172111 (Department/Division Name) Location 5115 HWY 3 DICKINSON TX 77539 (Building, Floor, Suite or Room No)

Reason for Transfer REPLACED DUE TO AGE & MILEAGE update unit C0642

Transfer 32070 (FAIO#, last 5 digits) Unit # C3640 Description 2016 FORD EXPEDITION SerialVIN 08808 (last 5 digits)

From 211101, SO ADMIN (Department/Division Name) Location GALV/GA34 (Building, Floor, Suite or Room No)

To FLEET/172111 (Department/Division Name) Location 5115 HWY 3 DICKINSON TX 77539 (Building, Floor, Suite or Room No)

Reason for Transfer REPLACED DUE TO AGE & MILEAGE

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

1/21/2021
Date Form Processed

Fixed Asset Property Manager

w:\Fixed Assets\FA Forms\FA-02, Transfer
revised 10/05/2020

ASSET DISPOSAL REPORT

DATE: 9/4/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT
Department No. & Name, Department Asset Custodian Authorized Signature

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

METHOD OF DISPOSAL

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

Disposal of: 32130 2016 CHEVROLET TAHOE
FAID No.

Reason for disposal: AGE OF ASSET, ASSET HAS BEEN REPLACED

Serial No./VIN #: 1GNLCDEC3GR328525

From: 172111 FLEET MGMT
Department No. & Name

Location: 2875 NICHOLAS AVE DICKINSON
Building, Floor, Suite, or Room No.

Comments: C0642

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

9/4/2025
Date Form Processed

Fixed Asset Property Manager

Form No. FA-03

FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 9/3/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: ELIZABETH BRYANT 172111/FLEET MGMT
Signature | Print Name | Department/Division

Re: Pre-auction vehicle disclosure Starting Bid:

Disposal of FAID No: 32130 Description: 2016 CHEVROLET TAHOE

Unit # C0642 Serial/VIN: 1GNLCDEC3GR328525 Mileage: 134518

Reason for Disposal: AGE / MILAGE / ASSET HAS BEEN REPLACED

Has this vehicle ever been in a wreck? ____ Yes X No If Yes, what year. ____

What type of damaged resulted from wreck? ____

List any engine issues: ____

List any transmission issues: ____

List any fluid leaks (oil, fuel, radiator, transmission, etc.) ____

Are all tires road-worthy? X Yes ____ No If No, please explain: ____

Is there a spare tire? ____ Yes X No Is the full jack present? ____ Yes X No

Other: ____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

9/4/2025
Date Form Processed

Fixed Asset Property Manager

Form No. FA-06

Vehicle Inspection Form

Inventory ID: C0642 | Asset Number: 32130 | Fair Market Value:

Short Description:
Year 2016 Make CHEVROLET Model TAHOE MPV

VIN: 1GNLCDEC3GR328525 Title Restriction: ☐ Y ☐ N

Odometer: 134518 ☒ Miles ☐ Kilometers Odometer Accurate ☐ Y ☒ N: LAST READING

Long Description:

This Vehicle: ☐ Starts ☐ Starts with a Boost & ☐ Runs/Driveable ☐ Engine Runs ☐ Does Not Run ☐ For Parts Only

Engine- Type: 5.3 L, V 8 ☒ Gas ☐ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid

Engine Condition: ☐ Runs ☐ Needs repair ☒ is in unknown condition

Repairs needed: DID NOT START WITH BOOST; LIGHTS DID NOT COME ON WITH BOOST

This vehicle was maintained every _____ ☐ Days ☐ Hours ☐ Miles

Date Removed From Service: 3/12/2025 Maintenance Records: ☐ Available ☐ Not Available For Inspection

Transmission: ☒ Automatic ☐ Manual ___ Speed Condition: ☐ Operable ☐ Needs repair ☐ Is Unknown Condition

Repairs Needed: _____

Drivetrain: ☒ 2 Wheel Drive ☐ 4 Wheel Drive Condition: _____

Exterior: Color: WHITE Windows: ☒ No Cracked Glass ☐ Cracked _____

Minor ☒ Dents ☒ Scratches ☒ Dings Tire Condition: POOR Tread: _____ #Flat ___ Hubcaps # __

Major Damage to: _____

Additional Damage: RIGHT REAR BUMPER DAMAGED

Decals: ☐ None ☐ Have Been Sprayed or ☒ Have been Removed & ☒ Impressions Remain ☐ No Impressions

Emergency equip: ☐ None ☒ Has been removed & ☒ There are holes in the exterior ☐ There are no holes

Interior: Color BLACK ☒ Cloth ☐ Vinyl ☐ Leather

Damage to Seats: WORN, TORN & STAINED; DRIVER DOOR ARM REST BROKEN

Damage to Dash/Floor: SPOTLIGHT REMOVED; EXPOSED WIRES; SCRATCHED DASH; STAINED HEADLINER

Radio: ☒ Stock or ☐ Brand & Model: _____ ☐ AM ☐ AM/FM ☐ AM/FM Cassette ☒ AM/FM CD

☒ AC (Condition: ☐ Cold ☒ Unknown) ☐ No AC Air Bags: ☒ Driver's Side ☒ Dual

☒ Cruise Control ☒ Tilt Steering ☒ Remote Mirrors ☒ Climate Control

Power: ☒ Steering ☒ Windows ☒ Door Locks ☒ Seats

Additional Equipment:

Manufacturer Model _____ Serial #

☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand_____ ☐ Hitch: Type_____

Location of Asset: DSY 6/18/2025

For more information contact: _____

Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.

ASSET TRANSFER REQUEST

Date: 8/15/2025

To: Purchasing Department, Fixed Asset Property Manager

Transferor: _____ Clayton Pope — Department / Division: SHERIFF
(Authorized Asset Custodian Signature) (Print Name)

Receiver: _____ ELIZABETH BRYANT — Department / Division: 172111/FLEET MGMT
(Authorized Asset Custodian Signature) (Print Name)

RE: Please amend the inventory to reflect the following change(s) due to TRANSFER

Transfer 32646 (FAID#, last 5 digits) Unit # C3909 Description 2019 CHEVY TAHOE SerialVIN 22954 (last 5 digits)

From SHERIFF (Department/Division Name) Location _____ (Building, Floor, Suite or Room No)

To 172111/FLEET MGMT (Department/Division Name) Location 2875 NICHOLAS AVE, DKN 77539 (Building, Floor, Suite or Room No)

Reason for Transfer AGE / MILAGE OF ASSET

Transfer _____ (FAID#, last 5 digits) Unit # _____ Description _____ SerialVIN _____ (last 5 digits)

From _____ (Department/Division Name) Location _____ (Building, Floor, Suite or Room No)

To _____ (Department/Division Name) Location _____ (Building, Floor, Suite or Room No)

Reason for Transfer _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

9/4/2025
Date Form Processed

Fixed Asset Property Manager

w:/Fixed Assets/FA Forms/FA-02,Transfer
revised 10/05/2020

ASSET DISPOSAL REPORT

DATE: 9/4/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 172111 / FLEET MGMT
Department No. & Name, Department Asset Custodian Authorized Signature

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

METHOD OF DISPOSAL

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

Disposal of: 32646 2019 CHEVROLET TAHOE
FAID No.

Reason for disposal: AGE OF ASSET, ASSET HAS BEEN REPLACED

Serial No./VIN #: 1GNLCDKC0KR322954

From: 172111 FLEET MGMT Location: 2875 NICHOLAS AVE DICKINSON
Department No. & Name Building, Floor, Suite, or Room No.

Comments: C3909

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

9/4/2025
Date Form Processed

Fixed Asset Property Manager

Form No. FA-03

FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 9/3/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: [signature] ELIZABETH BRYANT 172111/FLEET MGMT

Signature | Print Name | Department/Division

Re: Pre-auction vehicle disclosure

Starting Bid:

Disposal of FAID No: 32646 Description: 2019 CHEVROLET TAHOE

Unit # C3909 Serial/VIN: 1GNLCDKC0KR322954 Mileage: 135970

Reason for Disposal: AGE / MILAGE / ASSET HAS BEEN REPLACED

Has this vehicle ever been in a wreck? ____ Yes X No If Yes, what year. _____

What type of damaged resulted from wreck? _____

List any engine issues: _____

List any transmission issues: _____

List any fluid leaks (oil, fuel, radiator, transmission, etc.) _____

Are all tires road-worthy? X Yes ____ No If No, please explain: _____

Is there a spare tire? ____ Yes X No Is the full jack present? ____ Yes X No

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

9/4/2025
Date Form Processed

[signature]
Fixed Asset Property Manager

Form No. FA-06

Vehicle Inspection Form

Inventory ID: C3909	Asset Number: 32646	Fair Market Value:

Short Description: Year 2019 Make CHEVROLET Model TAHOE MPV

VIN: 1GNLCDKC0KR322954 Title Restriction: ☐ Y ☐ N

Odometer: 135972 ☒ Miles ☐ Kilometers Odometer Accurate ☒ Y ☐ N: _____

Long Description:

This Vehicle: ☒ Starts ☐ Starts with a Boost & ☒ Runs/Driveable ☐ Engine Runs ☐ Does Not Run ☐ For Parts Only

Engine- Type: 5.3 L, V 8 ☒ Gas ☐ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid

Engine Condition: ☒ Runs ☒ Needs repair ☐ is in unknown condition

Repairs needed: LOW TIRE PRESSURE LIGHT ON; SERVICE THEFT DETERRENT LIGHT ON

This vehicle was maintained every _____ ☐ Days ☐ Hours ☐ Miles

Date Removed From Service: _____ Maintenance Records: ☐ Available ☐ Not Available For Inspection

Transmission: ☒ Automatic ☐ Manual ___ Speed Condition: ☐ Operable ☐ Needs repair ☐ Is Unknown Condition

Repairs Needed: _____

Drivetrain: ☒ 2 Wheel Drive ☐ 4 Wheel Drive Condition: _____

Exterior: Color: GRAY Windows: ☐ No Cracked Glass ☐ Cracked SCRATCHED TINT FRONT PASSENGER WINDOW

Minor: ☒ Dents ☒ Scratches ☒ Dings Tire Condition: POOR Tread: _____ #Flat ___ Hubcaps # ___

Major Damage to: _____

Additional Damage: RUBBED PAINT RIGHT REAR BUMPER

Decals: ☐ None ☐ Have Been Sprayed or ☒ Have been Removed & ☒ Impressions Remain ☐ No Impressions

Emergency equip: ☐ None ☒ Has been removed & ☒ There are holes in the exterior ☐ There are no holes

Interior: Color BLACK ☒ Cloth ☐ Vinyl ☐ Leather

Damage to Seats: WORN & STAINED

Damage to Dash/Floor: WORN & STAINED; STAINED HEADLINER

Radio: ☒ Stock or ☐ Brand & Model: _____ ☐ AM ☐ AM/FM ☐ AM/FM Cassette ☒ AM/FM CD

☒ AC (Condition: ☒ Cold ☐ Unknown) ☐ No AC Air Bags: ☒ Driver's Side ☒ Dual

☒ Cruise Control ☒ Tilt Steering ☒ Remote Mirrors ☒ Climate Control

Power: ☒ Steering ☒ Windows ☒ Door Locks ☒ Seats

Additional Equipment: _____

Manufacturer _____ Model _____ Serial # _____

☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand _____ ☐ Hitch: Type _____

Location of Asset: DSY 9/4/2025

For more information contact: _____

Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.

#	FAID	Unit	VIN	Desc	Notes
1	29251	C6602	1FTRF12276NB40780	2006 Ford F150	chemical smell/ age of asset
2	30128	C5811	LV5525R453700	2008 JOHN DEERE 5525	bad battery /bad hydr pump
3	30459	C5914	1FDWX3GR2AEA49843	2010 Ford F350	engine light / blue wrench light
4	31601	C0211	1FTFW1CF5CFB26936	2012 Ford F150	Low pressure light / bent tail
5	32016	C3605	1FM5K8ARXGGA62921	2016 Ford EXPLORER	age / mileage
6	32130	C0642	1GNLCDEC3GR328525	2016 CHEVROLET Tahoe	no start w/boost, no lights
7	32646	C3909	1GNLCDKC0KR322954	2019 CHEVROLET Tahoe	low press & theft deter lights on

XAT.COM

5093 E
Road & Bridge
THE STATE OF TEXAS
COUNTY OF GALVESTON
MASTERS

NO PARKING

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Ford

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XAT.COM

Nolan, Edward

From: Nolan, Edward
Sent: Thursday, September 4, 2025 4:27 PM
To: Dickey, Tammy
Subject: Agenda request for commissioners court 09/15/2025: 255101, Adult Probation 20250915
Attachments: 255101, Adult Probation 20250915.pdf

Good afternoon,

Could we please place the following property items on the next available commissioners court for appropriate removal or reallocation: **(255101, Adult Probation 20250915.pdf):**

- 3 desks

Thanks!

Edward Nolan
Purchasing Asset Coordinator
Galveston County Purchasing Department
(409) 770-5417
(409) 621-7991 Fax
Edward.Nolan@co.galveston.tx.us

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PROPERTY DISPOSAL REPORT

DATE: 08/28/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 255101, Adult Probation Monica Morgan Monicamorgan
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 furniture - ~~see attached sheet~~ 3 desks
FAID No. & Description

Reason for disposal: Replaced / No longer needed

Serial No./VIN #: _____

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

Comments: _____

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PURCHASING DEPARTMENT USE ONLY

9/4/2025
Date Form Processed

Edward [illegible]
Fixed Asset Property Manager

Form No. FA-09

GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM

Date: 08/28/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Monica Morgan (Authorized Signature) Monica Morgan (Print Name) 255101, Adult Probation (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: Office furniture ~~- see attached sheet~~ 3 desks

Make: _____ Model: _____

Serial/VIN: _____ Year: _____ Color: _____

Description of Use: Furniture / chairs / office items - see attached sheet

Reason for Disposal: Replaced / broken / No longer needed

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

If no, please describe and list all defects.

Other: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

9/4/2025
Date Form Processed

Fixed Asset Property Manager

Form No. FA-10
04/20/2015

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*34.

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

Consideration of acceptance of Petition to abandon a portion of Cedar Ave and adjacent alley in High Island, submitted by Platting & Right-of-Way

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	9/4/25 3:11 pm

PETITION TO CLOSE CEDAR AVENUE AND AN ALLEY BETWEEN SPRING ST AND GENII ST IN SMITH 1ST ADDITION
HIGH ISLAND, GALVESTON COUNTY, TEXAS

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS:

NOW COMES, Johnny Andres, Carolyn Andres, Kendall LaRay Barrow, executor for the Mary Barrow Estate and five (5) other residents of Precinct No. 2, Galveston County, Texas, and file this, their Petition and Application for the abandonment and discontinuance of a street and alley in Smith's 1st Addition, Galveston County, Texas, and for an appropriate Order of this Honorable Court so abandoning and discontinuing said hereinafter described alley in accordance with and as provided for by Chapter 251, Subchapter B, of the Texas Transportation Code, and in support thereof would respectfully show unto the Court the following:

I.

That the alley sought to be abandoned are more fully described as follows, to-wit:

See attached Exhibit "A" attached hereto and made a part thereof.

II.

That Petitioners, **Johnny Andres, Carolyn Andres, and Kendall LaRay Barrow, executor for the Mary Barrow Estate,** are the owners of property adjacent to the proposed abandonment.

III.

That said street and alley are not "public roads" within the meaning of the laws of the State of Texas, nor was the street or alley at any time up to and including the present time located within the limits of an incorporated city or town.

IV.

That the street and alley have never been opened and used as a public road for more than 50 years, nor has the County of Galveston ever exercised any control, right of control, jurisdiction or dominion either for itself or on behalf of the public generally by working or spending money on the same or by any other act or in any other manner as a road.

V.

That there is not now any public need for the maintaining of the street or alley as a roadway by the County of Galveston, and that the burdens and liabilities which would be imposed upon the County of Galveston 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.

VI.

That in the event said street and alley are abandoned by the County, Petitioners, Johnny Andres, Carolyn Andres and Kendall LaRay Barrow, executor for the Mary Barrow Estate, are willing to pay to the County the fair market value of such street and alley as determined by a Real Estate Appraiser chosen by the County as well as all appraisal costs.

VII.

All public and private utility companies serving the area have determined that they have no facilities within the area to be abandoned and have no objection to this abandonment.

VIII.

WHEREFORE, Petitioners pray that twenty (20) days notice of this Application and Petition by given, that said notice should be published as required by law; that

Petitioners furnish satisfactory proof of posting of said notice and that upon final hearing hereof this Honorable Court adopt a proper Resolution vacating and abandoning every claim or right the County of Galveston or the general public has or may have in the unopened and unused portions of the street and alley described herein, subject, however, to any easements of record or easements now existing on the ground and that this Honorable Court enter such further orders and take such further action as may be proper or necessary in the premises.

Signature — Printed Name

Signature — Printed Name

Signature — Printed Name

Signature — Printed Name

Signature — Printed Name

Signature — Printed Name

Signature — Printed Name

Signature — Printed Name

Exhibit "A"

Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its af

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*35.

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

Consideration of authorizing the County Judge to execute a utility easement with Bolivar Peninsula Special Utility District for the replacement of waterlines along Hwy 87 as a result of the closure of Rollover Pass submitted by Platting & Right-of-Way

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	9/4/25 3:40 pm

409.684.3515
P.O. Box 1398
1840 Hwy 87
Crystal Beach, TX 77650

UTILITY EASEMENT

The State of Texas §
§
County of Galveston §

County of Galveston ,(Property owner(s)) of Galveston County, Texas, (the "Grantor" whether one person or more), for and in consideration of ONE AND NO/100 ($1.00) dollar cash and other valuable consideration in hand paid by the **Bolivar Peninsula Special Utility District** (the "District"), 1840 Highway 87, Crystal Beach, Texas 77650, the receipt and sufficiency of which is hereby acknowledged and confessed, have GRANTED, SOLD and CONVEYED to the District, a perpetual, right-of-way and easement (the "Easement") with the right to construct, install, lay, operate, maintain and repair water and/or sewer service facilities and improvements on, under, over and across the real property described as TRACTS 111, 112 AND 113 OF THE ELIJAH FRANKS SURVEY, ABST 64 , Galveston County, Texas, according to the map thereof as recorded in Volume _____, Page_____ or Instrument number CV-0076026 of the Court Records of Galveston County, Texas (the "Property").

Grantor agrees that upon construction of water and/or sanitary sewer service system facilities or improvements, the easement shall be twenty (20') feet, ten (10') feet on each side of the center line of any utility system improvements including water and/or sewer service lines located within the Easement. District shall place utility system improvements so as to create the least possible interference with Grantor's existing improvements. The consideration hereinabove recited shall constitute payment in full for any damage to the Property of Grantor, Grantor's successors and assigns, by reason of construction and maintenance of the utility system improvements or related facilities.

District shall have the exclusive right to locate utility system improvements on, under and across the Property. District shall have egress and ingress across the Property and shall be permitted to remove or trim any tree, bush or shrub infringing into or over the Easement hereby conveyed.

This Easement together with all of its provisions shall constitute a covenant running with the land for the benefit of the District, its successors and assigns. The Grantor(s) covenant that they are the owners of the Property.

TO HAVE AND TO HOLD the above described easement, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the District, its successors and assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the easement to the District, its successors and assigns, against every person whomsoever lawfully claiming or to claim the said or any part thereof.

This Easement does not convey any interest of Grantor in any of the oil, gas or other minerals, in, on, under or to or that may be produced from the Property, and the District, its successors and assigns, shall never participate in any of the proceeds of any oil, gas or mineral lease or the royalty there from by reason of this Easement.

SIGNED this _____day of_____, 20_____.

GRANTOR(S)
Address of Grantor: 722 Moody
_____

Galveston, Texas 77550
_____

Telephone: (409) 770-5399 _____

_____
Signature

Mark Henry, County Judge
Print Name

_____
Signature

_____
Print Name

STATE OF TEXAS Print Name
COUNTY OF GALVESTON
This instrument was acknowledged before me on the _____day of_____, 20____,

By _____

_____
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:
Bolivar Peninsula Special Utility District
P. O. Box 1398
Crystal Beach, Texas 77650

EXHIBIT A
METES AND BOUNDS DESCRIPTION
20' Water Line Easement
10,376 Square Feet (0.238 of one acre)
ELIJAH FRANKS SURVEY
ABSTRACT NUMBER 64
GALVESTON COUNTY, TEXAS
July 2025

ALL that certain 10,376 Square Feet (0.238 of one acre) of land situated in the Elijah Franks Survey, Abstract Number 64, Galveston County Texas, and being out of and a part of the northerly portion of that certain tract or parcel of land set aside to Edgar Hargraves in Judgment and Decree rendered by the District Court of Galveston County, Texas on the last day of May 1899 in Cause No. 19015 and recorded in District Court Minute Book 28, Page 166, and further being out of and a portion of Tracts 111, 112, and 113 out of a called 22.5 acre tract, all as referenced in that certain District Court Eminent Domain Proceeding styled County of Galveston, Texas vs. Gulf Coast Rod, Reel, and Gun Club, Inc., Case Number CV-0076026 of the Civil and Family Case Records of Galveston County, Texas (hereinafter referred to as the "condemned Galveston County tract"), and being more particularly described by metes and bounds as follows: (All bearings based upon the Texas Coordinate System of 1983, South Central Zone 4204, and are tied to NGS Mark "TXGM REF MON 2" (PID DR8251) (N: 13,703,575.90, E: 3,642,955.72) All coordinates shown hereon are reported in grid. All area quantities are reported in surface;

BEGINNING at a 1/2 inch iron rod with plastic cap stamped "SEACOAST 5423" found in the northerly right-of-way (R.O.W.) line of State Highway No. 87 (SH 87, 120 feet wide) for the south corner of that certain call 1.402 acre tract of land described in a Warranty Deed with Vendor's Lien to Tyson Fogle LLC at Clerk's File Number 2023011599 of the Official Public Records of Galveston County Texas (O.P.R.G.C.T.) and the east corner of the northerly portion of the condemned Galveston County tract and the herein described tract (N:13,760,109.81; E:3,399,593.70), and from which a 1/2" iron rod with plastic cap stamped "Coastal Surveying" found for reference bears North 25 Degrees 44 Minutes East, a distance of 1.0 foot;

THENCE, clockwise the following Four (4) courses:

1) South 65 Degrees 07 Minutes 45 Seconds West, a distance of 519.00 feet to the intersection of the easterly line of the remainder of Bauer Street, an abandoned traveled way (sometimes called 29 feet wide, actual distance considerably narrower) with the northerly R.O.W. line of said SH 87, for the south corner of the herein described tract (N:13,759,891.53; E:3,399,122.83);

2) North 24 Degrees 53 Minutes 34 Seconds West, with the easterly line of the remainder of said Bauer Street and the westerly line of the said condemned Galveston County tract and the herein described tract, a distance of 20.00 feet to the west corner of the herein described tract (N:13,759,909.67; E:3,399,114.41);

3) North 65 Degrees 07 Minutes 45 Seconds East, through and across said condemned Galveston County tract and with the northerly line of the herein described tract, a distance of 518.59 feet to a point in the westerly line of said 1.402 acre tract for the north corner of the herein described tract (N:13,760,127.78; E:3,399,584.91);

4) South 26 Degrees 03 Minutes 43 Seconds East, with the westerly line of said 1.402 acre tract and the easterly line of the herein described tract, a distance of 20.00 feet to the **POINT OF BEGINNING** and containing 10,376 square feet (0.238 of one acre) of land.

A separate Plat of Exhibit of even date accompanies this metes and bounds description.

Michael Hoover, RPLS
Texas Registration No. 5423

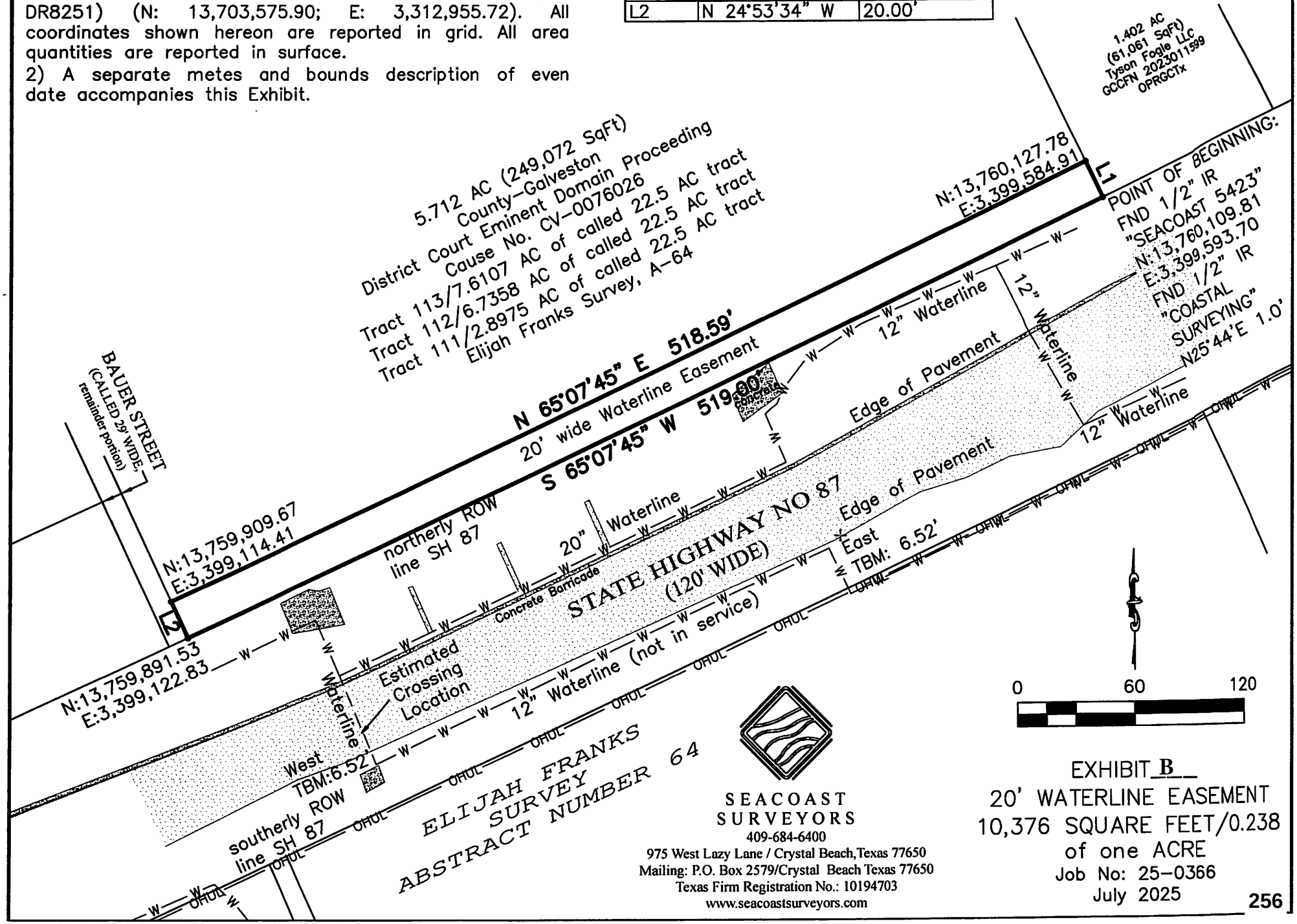
General Notes:

1) All bearings shown hereon are based upon the Texas Coordinate System of 1983, South Central Zone 4204, and are tied to NGS Mark "TXGM REF MON 2" (PID DR8251) (N: 13,703,575.90; E: 3,312,955.72). All coordinates shown hereon are reported in grid. All area quantities are reported in surface.

2) A separate metes and bounds description of even date accompanies this Exhibit.

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 26°03'43" E	20.00'
L2	N 24°53'34" W	20.00'



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

EXHIBIT B
20' WATERLINE EASEMENT
10,376 SQUARE FEET/0.238
of one ACRE
Job No: 25-0366
July 2025

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*36.

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

Consideration of authorizing the County Judge to execute a utility easement with Bolivar Peninsula Special Utility District for a waterline at the Rollover Pier Project submitted by Platting & Right-of-Way

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	9/8/25 12:24 pm

409.684.3515
P.O. Box 1398
1840 Hwy 87
Crystal Beach, TX 77650

UTILITY EASEMENT

The State of Texas §
§
County of Galveston §

_____County of Galveston__ _____,(Property owner(s)) of Galveston County, Texas, (the "Grantor" whether one person or more), for and in consideration of ONE AND NO/100 ($1.00) dollar cash and other valuable consideration in hand paid by the **Bolivar Peninsula Special Utility District** (the "District"), 1840 Highway 87, Crystal Beach, Texas 77650, the receipt and sufficiency of which is hereby acknowledged and confessed, have GRANTED, SOLD and CONVEYED to the District, a perpetual, right-of-way and easement (the "Easement") with the right to construct, install, lay, operate, maintain and repair water and/or sewer service facilities and improvements on, under, over and across the real property described as __ABST 64 PAGE 6 E FRANKS SUR TR 113 7.6104 ACRS OF CALLED 22.5-AC TR____, Galveston County, Texas, according to the map thereof as recorded in Volume _____, Page_____ or Instrument number _CV-0076026_____of the Map Records of Galveston County, Texas (the "Property").

Grantor agrees that upon construction of water and/or sanitary sewer service system facilities or improvements, the easement shall be fifteen (15') feet, seven and one-half (7½') feet on each side of the center line of any utility system improvements including water and/or sewer service lines located within the Easement. District shall place utility system improvements so as to create the least possible interference with Grantor's existing improvements. The consideration hereinabove recited shall constitute payment in full for any damage to the Property of Grantor, Grantor's successors and assigns, by reason of construction and maintenance of the utility system improvements or related facilities.

District shall have the exclusive right to locate utility system improvements on, under and across the Property. District shall have egress and ingress across the Property and shall be permitted to remove or trim any tree, bush or shrub infringing into or over the Easement hereby conveyed.

This Easement together with all of its provisions shall constitute a covenant running with the land for the benefit of the District, its successors and assigns. The Grantor(s) covenant that they are the owners of the Property.

TO HAVE AND TO HOLD the above described easement, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the District, its successors and assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the easement to the District, its successors and assigns, against every person whomsoever lawfully claiming or to claim the said or any part thereof.

This Easement does not convey any interest of Grantor in any of the oil, gas or other minerals, in, on, under or to or that may be produced from the Property, and the District, its successors and assigns, shall never participate in any of the proceeds of any oil, gas or mineral lease or the royalty there from by reason of this Easement.

SIGNED this _____day of_____, 20_____.

GRANTOR(S)
Address of Grantor:
_____722 Moody_____ _____
Signature

Galveston, Texas 77550
_____ Mark Henry, County Judge
Print Name

Telephone: (__409__) __770-5399_____ _____
Signature

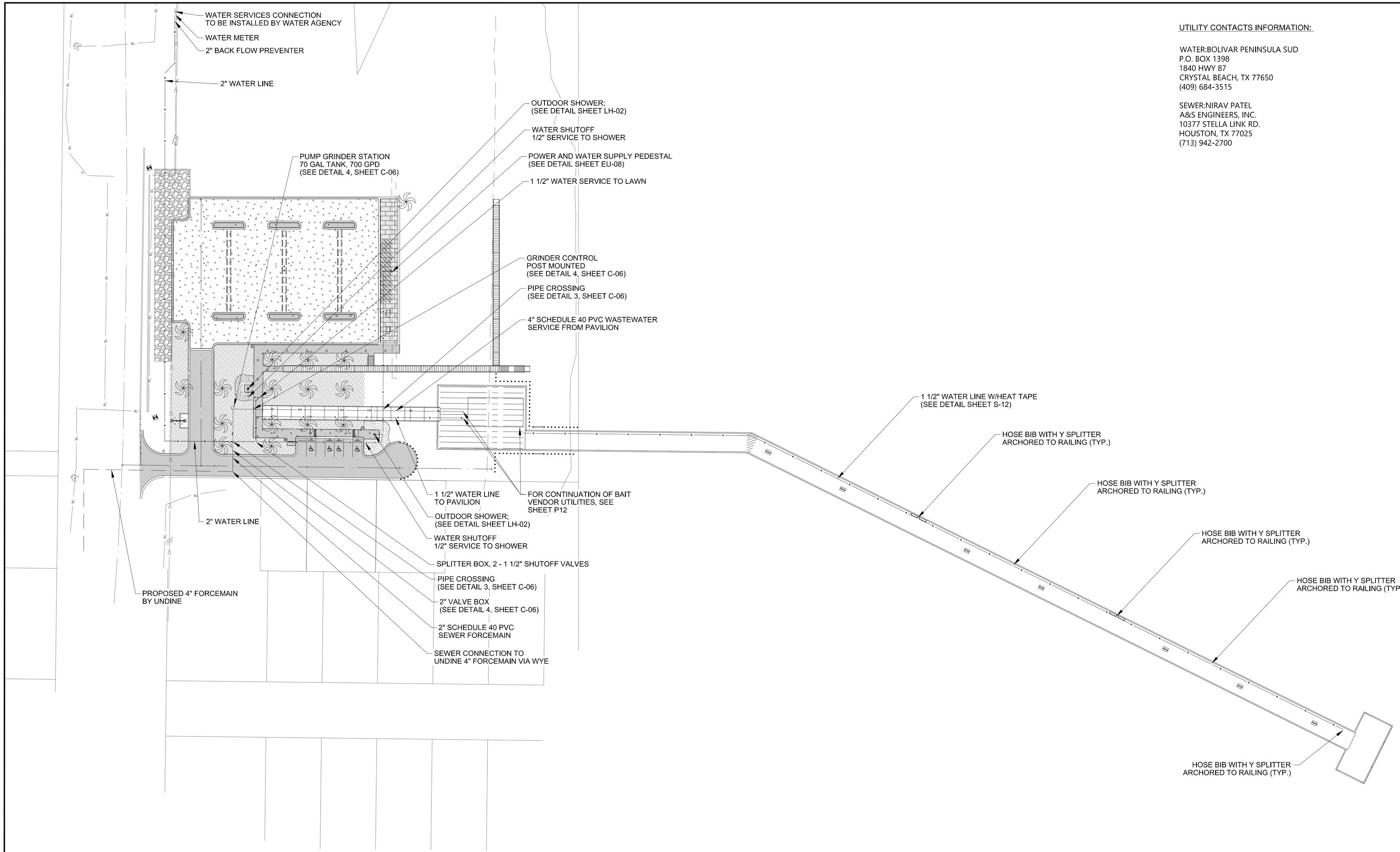
_____
Print Name

STATE OF TEXAS Print Name
COUNTY OF GALVESTON
This instrument was acknowledged before me on the _____day of_____, 20____,

By _____

_____
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:
Bolivar Peninsula Special Utility District
P. O. Box 1398
Crystal Beach, Texas 77650



UTILITY CONTACTS INFORMATION:

WATER:BOLIVAR PENINSULA SUD
P.O. BOX 1398
1840 HWY 87
CRYSTAL BEACH, TX 77650
(409) 684-3515

SEWER:NIRAV PATEL
A&S ENGINEERS, INC.
10377 STELLA LINK RD.
HOUSTON, TX 77025
(713) 942-2700

22x34
50'
SCALE: 1"=50'-0"
11x17
100'
0 25 50 100 200

TEXAS GENERAL LAND OFFICE
1700 Congress Ave.
Austin, Texas 78701

CONTACT: KEVIN FRENZEL
PHONE: (512) 463-2482
EMAIL: kevin.frenzel@glo.state.tx.us

CONTACT: JOELYNN BARCLAY
PHONE: (512) 463-3230
EMAIL: joelynn.barclay@glo.state.tx.us

HNTB
TBPE No. F-420

CONTACT: Jarrod Choate
PHONE: 512-987-8256
EMAIL: jchoate@HNTB.com

STATE OF TEXAS
ROBERT PAGE
144698
LICENSED
PROFESSIONAL ENGINEER
04/08/2024

ROLLOVER RECREATIONAL AREA

ISSUE FOR CONSTRUCTION

CEPRA PROJECT NO. 1518

950 Bauer Street - Gilchrist, TX 77617

APRIL 8, 2024

HNTB PROJECT
57947-DS-011

DESIGN BY: NB, JL
DRAWN BY: AL

17 of 101

HNTB

C-05
UTILITY PLAN

$FILE\$

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*37.

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

Grant Award/Agreement

Court Date: 9/15/2025
Department: County and District Courts
Grant Agency: Texas Indigent Defense Commission
Funding Source: Formula Grant Program
Grant Start Date: 10/1/2024
Grant End Date: 9/30/2025
Program Year: FY 2025
Program End Date: 9/30/2025
Renewal Grant: RENEWAL
Contract #: 212-25-084
Description: Partial reimbursement for indigent defense expenses incurred over the FY 2025 year.

12) Grant Organization Keys:
13) Grant Type:

Expenditure Type

14) Grant Funded $183,424.00
15) County Funded $0.00
16) Total Project Amount: $183,424.00
17) Assigned Department Contact: Betsy Thomas

County Funding Sources

18) Match Fund: Formula reimbursement - no mandatory match
19) Match Division:

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Elizabeth Thomas	Approve	8/29/25 3:27 pm
2	Brandi Reyes	Approve	9/2/25 10:52 am
3	Diana Huallpa	Approve	9/3/25 4:56 pm
4	Sergio Cruz	Approve	9/4/25 9:05 am

MEMORANDUM

To: Galveston County Commissioners' Court

From: Betsy Thomas, Grants Administration Manager

Date: September 15, 2025

RE: Justice Administration

FY 2025 Texas Indigent Defense Commission Formula Grant Award

BACKGROUND

The Texas Indigent Defense Commission (TIDC) makes grants available to all 254 counties in the state to help meet the statutory mandates of indigent defense. These grants provide money to counties for increased indigent defense costs based on a formula set by the TIDC. That formula considers population and a county's percentage of the statewide indigent defense expenditures for the previous year.

To be eligible, a county must submit current Indigent Defense Plans for the District, County, and Juvenile levels. Those plan updates are in the process and submitted by the Courts. The TIDC Formula application also requires a report from the County Auditor's Office regarding expenditures for indigent defense. This report is being compiled for upload. Commissioners Court is required to consider approval to submit the application and approve a supporting resolution to be signed by the County Judge.

SUMMARY

Galveston County has received formula grant funds from TIDC since 2004. Below is a list of the awarded funding for the past five years:

- FY 2020 Galveston County was awarded $245,128
- FY 2021 Galveston County was awarded $211,108
- FY 2022 Galveston County was awarded $196,727
- FY 2023 Galveston County was awarded $207,971
- FY 2024 Galveston County was awarded $155,344
- **FY 2025 Galveston County is awarded $183,424**

For FY 2025 there are two (2) Special Grant Conditions that must be met before TIDC Formula grant funds can be distributed:

- **The County's District Clerk must submit the reports necessary on the Court Activity Reporting and Directory System (CARD); and**

- **The Galveston County Juvenile Board must submit their indigent defense plan.**

RECOMMENDATIONS

Professional Services requests the Court to consider acceptance of the FY 2025 Formula Grant award from the Texas Indigent Defense Commission.

TIDC
TEXAS INDIGENT DEFENSE COMMISSION

CHAIR:
Honorable Missy Medary
Corpus Christi, Presiding Judge,
5th Administrative
Judicial Region of Texas

EX OFFICIO MEMBERS:
Honorable Jimmy Blacklock
Honorable Brandon Creighton
Honorable Emily Miskel
Honorable Joseph "Joe" Moody
Honorable David J. Schenck
Honorable John Smithee

MEMBERS APPOINTED BY GOVERNOR:
Mr. James D. "Jim" Bethke
Mr. Alex Bunin
Mr. Jay Cohen
Honorable Valerie Covey
Honorable Richard Evans
Honorable Missy Medary
Honorable James R. "J.R." Woolley, Jr.

EXECUTIVE DIRECTOR:
Scott Ehlers

August 12, 2025

The Honorable Mark A Henry
Galveston County Judge
Via Email: Mark.Henry@co.galveston.tx.us

Dear Judge Henry:

I am pleased to inform you that the Texas Indigent Defense Commission (TIDC) has awarded Galveston County a Formula Grant in the amount of $183,424. The FY25 Formula Grant Statement of Grant Award is attached. **This Statement of Grant Award includes special conditions. Please note that we cannot disburse funds until these conditions have been met.** The resolution adopted by the Commissioners Court and submitted with the application is considered your county's acceptance of the grant terms.

Please note that Galveston County's FY25 Formula Grant award will be disbursed in a single payment in August 2025 instead of quarterly payments.

The Commission works together with counties to promote innovation and improvement in indigent defense systems statewide. On behalf of the Commission, I commend Galveston County for its efforts in these areas. If you have any questions or need clarification about the Commission's grant programs, please reach out to the TIDC Funding Team at Grants@TIDC.Texas.Gov or 1-866-499-0656.

Sincerely,

Missy Medary
Chair, Texas Indigent Defense Commission
Presiding Judge, 5th Administrative Judicial Region of Texas

Cc: randall.rice@co.galveston.tx.us

TEXAS INDIGENT DEFENSE COMMISSION

Statement of Grant Award

FY25 Formula Grant

Date Issued:	August 8, 2025
Grant Number:	212-25-084
Grantee Name:	Galveston County
Program Title:	Formula Grant Program
Grant Period:	10/01/2024-9/30/2025
Grant Award Amount:	$183,424

The Texas Indigent Defense Commission (Commission) has awarded the above-referenced grant for indigent defense services. Formula Grants are provided by the Commission to meet its statutory mandates and to promote Texas counties' compliance with standards adopted by the Commission.

Grant Calculation:

- The sum of $15,000 plus;
- A calculation applied to the funds budgeted for FY2025 formula grants by the Commission based:
    - 50 percent on the County's percent of state population; and
    - 50 percent on the County's percent of statewide FY 2024 direct indigent defense expenditures (as defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)):
        - less discretionary funds provided by the Commission for expenditures defined in Title 1, Part 8, Texas Administrative Code Sec. 173.202(1)-(3)
        - less the reimbursed costs of operating a regional program
        - The baseline requirements contained in the Request for Applications do not apply to counties with a 2000 Census population of less than 10,000 but do apply to all other counties.
- The County shall not receive more in funds than what was actually spent by the county in the prior year.

Standard Grant Conditions:

- The authorized official for the grantee accepts the grant award.
- The authorized official, financial officer, and program director, referred to below as grant officials, agree to the terms of the grant as written in the FY25 Formula Grant Program Request for Applications issued in September 2024, including the rules and documents adopted by reference in the Commission on Indigent Defense's Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.

- The grant officials understand that a violation of any term of the grant may result in the Commission placing a temporary hold on grant funds, permanently de-obligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement of funds is always subject to the availability of funds.
- Any plan documents submitted to the Commission must continue to meet all grant eligibility requirements.

Special Grant Conditions:

The grant officials understand that they must satisfy all special conditions placed on this grant if indicated below before receiving any funds:

- The County's District Clerk must submit the reports necessary on the Court Activity Reporting and Directory System (CARD) site to be in compliance as of August 31, 2024 with reporting requirements promulgated by the Texas Judicial Council and reports required under Chapter 36 of the Texas Government Code.
    - If you have any questions about the missing reports, please reach out to the Office of Court Administration at judinfo@txcourts.gov for guidance.

- The judges hearing criminal matters and the juvenile board in the county must submit their indigent defense plan(s) to meet all requirements of the 2023 Biennial Indigent Defense Plan Submission process as required by Government Code §79.036. The following plan(s) level marked by an "X" do not currently meet all plan requirements:

  _ District Court Plan

  _ County Court Plan

  X Juvenile Board Plan

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*38.

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

Contract Approval Request Form

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

Date of Request: 8/29/2025
Contract Type: Other
Renewal Contract: Yes
Department Name: Road and Bridge Department
Department Contact: William Comeaux
Description: Five-year contract for annual reimbursement grant for beach cleaning and maintenance

7) **PEID No: 404516**
8) **Req No:**
9) **Orgkey:**
10) **Object Code:**
11) **Vendor: Texas General Land Office**
12) **Vendor Contract No: 26-002-003**

Expenditure Budget/Revenue Projections

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

To Be Completed by Purchasing Department

22) **Contract Start Date:** 9/1/2025
23) **Auto Renewal Contract:** Yes
24) **Bid No: N/A**
25) **Contract End Date:** 8/31/2030
26) **Contract # Issued by Purchasing Department: 234065**

NOTES: HB1295 not required - former Grant (21-034-007 was on CM21117)

This is a contract to set us up to receive annual GLO reimbursement grants

Approval History

Seq #	Approver	Action	Action Date
1	Diana Huallpa	Approve	9/2/25 4:51 pm
2	Melissa Fleming	Approve	9/3/25 8:21 am
3	Veronica Van Horn	Approve	9/3/25 4:47 pm
4	Diana Huallpa	Approve	9/3/25 5:11 pm
5	Sergio Cruz	Approve	9/4/25 9:05 am
6	Veronica Van Horn	Approve	9/4/25 11:09 am

MEMORANDUM

To: Galveston County Commissioners' Court

From: Betsy Thomas, Grants Administration Manager

Court Date: September 15, 2025

RE: Road and Bridge Department
FY 2026-2030 Beach Cleaning & Maintenance Formula Reimbursement
Year One of Five-Year Grant Agreement (09/01/2025 – 08/31/2030)

BACKGROUND

The Texas General Land Office offers an annual formula grant program to reimburse coastal counties for cleaning and maintenance activities on Texas beaches. Allowable activities for reimbursement request include:

- Litter and Debris Removal
- Solid Waste Collection and Disposal
- Portable Toilet Rental and Servicing
- Traffic Control
- Lifeguard Expenses
- Beach Patrol Expenses
- Administration Expenses.

The grant program allows for a request of 2/3rds of the estimated allowable annual expenses. The actual awards: however, are based on a formula amount for all eligible jurisdictions and usually end-up being about 6% of expenses. The GLO states there is $729,000 for 11 eligible counties.

SUMMARY

Attached is a five-year contract for the Beach Cleaning and Maintenance Grant Program that will expire on 8/31/2030. This contract is a work order base contract, for which the GLO will issue annual grant awards. Once the base contract is executed, the GLO should issue a work order to allocate the 2026 grant award.

RECOMMENDATIONS

Professional Services requests the Court to consider authorization for the County Judge to electronically sign the FY 2025/2030 Beach Cleaning and Maintenance Assistance Program Interlocal Project Agreement #26-002-003.

ATTACHMENTS FOR WET SIGNATURE

- NONE – Electronic Signature Only

Docusign Envelope ID: 2AA6917D-8986-4B58-BF99-B51F3B59762D

BEACH CLEANING AND MAINTENANCE ASSISTANCE PROGRAM
INTERLOCAL PROJECT AGREEMENT
GLO CONTRACT NO. 26-002-003

THE GENERAL LAND OFFICE (the "GLO") and **GALVESTON COUNTY** ("Project Sponsor"), each a "Party" and collectively "the Parties," enter into the following Interlocal Project Agreement (the "Contract") pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contract is administered by the Beach Cleaning and Maintenance Assistance Program (the "Program") under the authority of the Open Beaches Act (the "Act"), found in Chapter 61 of the Texas Natural Resources Code, and Chapter 25 of Title 31 of the Texas Administrative Code.

I. DEFINITIONS / INTERPRETIVE PROVISIONS / PROJECT DESCRIPTION

1.01 DEFINITIONS

"Administrative and Audit Regulations" means the statutes and regulations included in Chapter 321 of the Government Code; Subchapter F of Chapter 2155 of the Government Code; and the requirements of Article V herein. State agencies and/or designees with the authority to audit and inspect include, the GLO, the GLO's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office and the Texas Comptroller of Public Accounts.

"Amendment" means a written agreement executed by the Parties' authorized representatives, that documents changes to the Contract.

"Application for Assistance" means the document submitted by Project Sponsor to be considered as an eligible participant for reimbursement of beach cleaning and maintenance expenses.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference within the body of this Contract, as if physically attached.

"Clean and Maintain" means the collection and removal of litter and debris and the supervision and elimination of sanitary and safety conditions that would pose a threat to personal health or safety if not removed or otherwise corrected and includes the employment of lifeguards, beach patrols, and litter patrols.

"Contract" means this entire document along with any Attachments, both physically attached and incorporated by reference.

"Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"GAAP" means "generally accepted accounting principles."

"GASB" means the Governmental Accounting Standards Board.

"General Affirmations" means the statements in **Attachment A**, attached hereto and incorporated herein for all purposes, which Project Sponsor affirms by executing this Contract.

"GLO" means the Texas General Land Office, its officers, employees, and designees.

"HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"Mentor Protégé" means the Comptroller of Public Accounts' leadership program found at: https://comptroller.texas.gov/purchasing/vendor/hub/mentor.php .

"Notice of Disbursement" means the written notification to Project Sponsor indicating the amount of reimbursement being paid by the GLO for the Project under this Contract.

"Program" means the Beach Cleaning and Maintenance Assistance Program implemented under 31 TAC Chapter 25 and TNRC, Chapter 61, Subchapter C (relating to Maintenance of the Public Beaches).

"Project" means the beach cleaning and maintenance services described in **Section 1.04** of the Contract.

"Project Sponsor" means the City or County which receives Program assistance or funds under this Contract.

"Public Information Act" means Chapter 552 of the Texas Government Code.

"Subcontractor" means an individual or business that signs a contract, or enters into an agreement with Project Sponsor, to perform part or all of the obligations of Project Sponsor under this Contract.

"TAC" means the Texas Administrative Code.

"TNRC" means the Texas Natural Resources Code.

1.02 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 Contract as a whole and not to any particular provision, Section, Attachment, work order, or schedule of this Contract unless otherwise specified;

(c) The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) 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 Contract, 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 Contract are for convenience of reference only and shall not affect the interpretation of this Contract;

(e) All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract;

(f) This Contract 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 GLO or by the GLO 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 GLO shall not be unreasonably withheld or delayed;

(h) Time is of the essence in this Contract.

(i) In the event of conflicts or inconsistencies between this Contract and its Attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: the signed Contract; Attachment A; Application for Assistance, incorporated by reference; and Notice of Disbursement, incorporated by reference.

1.03 APPLICATION FOR ASSISTANCE

Project Sponsor must apply annually to the GLO for state funds for reimbursement of eligible expenses incurred by Project Sponsor for the purpose of cleaning and maintaining public beaches within its jurisdiction in accordance with the Act and the TAC, as either may be amended from time to time (hereinafter collectively referred to as the "Applicable Law").

The GLO shall distribute the Application for Assistance to eligible local governments annually. Each completed Application for Assistance will be incorporated herein by reference.

1.04 SCOPE OF WORK

Project Sponsor has the obligation to Clean and Maintain beaches under the Act and is eligible to apply for reimbursement from the state for cleaning and maintaining public beaches abutting the Gulf of Mexico and located within its jurisdiction, in accordance with the Application for Assistance and the Applicable Law (the "Project"). Project Sponsor shall be responsible for procuring all appropriate licenses and permits which may be required by any competent authority for the performance of the Project.

II. TERM

2.01 DURATION

This Contract shall be effective September 1, 2025 and shall terminate on August 31, 2030.

2.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of any such notice, Project Sponsor may, to the extent allowed by law, cease work, undertake to terminate any relevant subcontracts, and incur no further expense. Such early termination

shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

2.03 ABANDONMENT OR DEFAULT

If the Project Sponsor defaults on its duty to maintain the public beach, defaults under the Contract, or defaults on its other obligations under the Act, the GLO reserves the right to cancel the Contract without notice and withhold reimbursement as provided in Section 3.04.

2.04 AMENDMENT REQUESTS FROM PROJECT SPONSOR

Consistent with 31 TAC §25.11(c)-(e), Project Sponsor Amendment requests must be in writing and approved by the GLO before Project Sponsor deviates from the scope of the Project. All Project Sponsor Amendment requests must, at minimum, contain the following:

(1) proposed change in project scope;

(2) proposed effective date of change;

(3) increase or decrease in necessary funds; and

(4) reason for proposed change in the project.

III. REIMBURSEMENT

3.01 ELIGIBILITY

Project Sponsor represents that it is eligible for reimbursement and meets all the requirements of the Applicable Law for participation in the Program. Project Sponsor covenants and agrees to comply with the Applicable Law related to the Program. Specifically, Project Sponsor covenants that:

(i) it meets the eligibility requirements of Chapter 61, Subchapter C of the TNRC and 31 TAC Chapter 25; and

(ii) if it collects a Beach User Fee ("BUF"), it is currently in compliance and will remain in compliance with the BUF provisions in 31 TAC Chapter 15, during the fiscal year for which reimbursement is sought.

Project Sponsor further agrees that all beach maintenance activities will be performed in compliance with its beach/dune Plan and 31 TAC Chapter 15.

3.02 CALCULATION OF REIMBURSEMENTS

If the GLO determines Project Sponsor is eligible, the GLO will send a Notice of Disbursement, with a reference number, by email annually to the person identified in Section 6.09. Each Notice of Disbursement will be incorporated herein by reference.

The Project Sponsor must include the contract number and reference number on all correspondence, reports, and other documents furnished to the GLO. The GLO agrees to reimburse Project Sponsor its pro rata share for eligible expenses incurred in connection with the Project during the Fiscal Year in which reimbursement is sought. The amount reimbursed each disbursement period shall not exceed Project Sponsor's pro rata share of the total funds allocated by the GLO for reimbursement of Program participants for beach cleaning and maintenance expenses.

Reimbursement will be based upon the Project Sponsor's proportionate share of total linear footage of gulf beach and the Project Sponsor's proportionate share of the total of its expenditures for cleaning and maintaining gulf beaches during the two Fiscal Years preceding the disbursement. All expenditures used in the calculation of Project Sponsor's pro rata share of reimbursement must be eligible pursuant to 31 TAC Section 25.12. **The GLO will determine the actual amount of Project Sponsor's pro rata share for each disbursement period in accordance with 31 TAC Chapter 25.** Pursuant to 31 TAC Section 25.13, no city or county may receive as its state share an amount that is greater than two-thirds of the amount of eligible expenses spent for the purpose of cleaning and maintaining public beaches within its jurisdiction during each disbursement period. In the event the GLO determines after a disbursement that additional funds are available, the GLO may, in its sole discretion, disburse an additional amount to local governments on a pro rata basis.

Reimbursement to Project Sponsor for the state's share of cleaning and maintaining gulf beaches under this Contract will be determined after all reimbursement requests have been submitted and evaluated, and the necessary calculations have been made in accordance with 31 TAC Chapter 25. The GLO will disburse the funds on an annual basis.

3.03 REIMBURSEMENT REQUESTS

Project Sponsor shall submit itemized reimbursement requests quarterly, in accordance with the Applicable Law. Reimbursements to local governments will be made annually. Because the actual reimbursement to local governments is dependent upon the total eligible expenditures documented by all local governments, failure to submit complete and timely quarterly reports will delay reimbursement to all other local governments unfairly. Timely submittal means that the quarterly reports must be received by the GLO no later than sixty (60) calendar days after the end of each quarter of the Fiscal Year in which the expenses are incurred. By entering into this Contract, Project Sponsor agrees to timely submit complete and accurate quarterly reports. **AT ITS SOLE DISCRETION, THE GLO MAY DENY REIMBURSEMENT FOR EXPENDITURES IN A QUARTER IN WHICH THE COMPLETE, ACCURATE QUARTERLY REPORT WAS NOT TIMELY FILED BY THE PROJECT SPONSOR.**

3.04 INELIGIBILITY

If the GLO determines that Project Sponsor has defaulted on the Contract or not complied with the Applicable Law, the GLO shall notify Project Sponsor of Project Sponsor's ineligibility for reimbursement, in accordance with 31 TAC Section 25.21. The GLO may withhold funds until Project Sponsor achieves full compliance, in the sole determination of the GLO. The GLO may require reimbursement of funds disbursed to Project Sponsor during any period of noncompliance.

THE PARTIES ACKNOWLEDGE AND AGREE THAT NO REIMBURSEMENT SHALL BE MADE BY THE GLO FOR EXPENSES INCURRED FOR THE PROJECT DURING ANY PERIOD IN WHICH PROJECT SPONSOR WAS NOT IN COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS RELATED TO THE PROGRAM.

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IV. STATE FUNDING

4.01 STATE FUNDING

(a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VII, Section 6 of the Texas Constitution, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

(b) Furthermore, any claim by Project Sponsor for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Project Sponsor, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

4.02 GENERAL AFFIRMATIONS

To the extent that they are applicable, Project Sponsor further certifies that the General Affirmations in **Attachment A** have been reviewed, and that Project Sponsor is in compliance with each of the requirements reflected therein.

V. RECORDS, AUDIT, RETENTION AND DISCLOSURE

5.01 BOOKS AND RECORDS

Project Sponsor shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the GLO or the State of Texas Auditor's Office and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all applicable state laws, rules, and regulations.

5.02 INSPECTION AND AUDIT

Pursuant to Texas Government Code Chapter 2262, Project Sponsor agrees that all relevant records related to this Contract, including the records of its Subcontractors, shall be subject to the Administrative and Audit Regulations. Project Sponsor understands that acceptance of state funds under this Contract, directly or indirectly as a Subcontractor, acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Accordingly, such records shall be subject at any time to inspection, investigation, examination, audit and copying at any location where such records may be found, with or without notice from the GLO or other government entity with necessary legal authority. Project Sponsor agrees to cooperate fully with any state entity in the conduct of inspection, investigation, examination, audit, and copying, including providing all relevant records and information requested. **Project Sponsor shall ensure that all subcontracts awarded reflect the requirements of this Section and the requirement to cooperate.**

5.03 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a minimum of seven (7) years. The period of retention begins at the date of payment by the GLO under the Contract or from the date of termination of the Contract, whichever is later. The period of retention

shall be extended for a period reasonably necessary to complete an audit and/or to complete any administrative proceeding or litigation that may ensue.

5.04 CONFIDENTIALITY

To the extent permitted by law, Project Sponsor and the GLO shall keep all information confidential, in whatever form produced, prepared, observed, or received by Project Sponsor or the GLO, to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Project Sponsor or the GLO; or (c) information that Project Sponsor or the GLO is otherwise required to keep confidential by this Contract. Project Sponsor must not advertise that it is doing business with the GLO, use this Contract as a marketing or sales tool, or make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.

5.05 PUBLIC RECORDS

The GLO shall post this Contract to the GLO's website. Project Sponsor understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation and other material related to this Contract may be subject to public disclosure pursuant to the PIA. Project Sponsor is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public, at no additional charge to the GLO or the State of Texas. By failing to mark any information that Project Sponsor believes to be excepted from disclosure as "confidential" or a "trade secret," Project Sponsor waives any and all claims it may make against the GLO for releasing such information without prior notice to Project Sponsor. However, the Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Project Sponsor shall notify the GLO's Office of General Counsel within twenty-four (24) hours of Project Sponsor's receipt of any third party written requests for information and forward a copy of any such written requests to PIALegal@glo.texas.gov. If a request for information was not written, Project Sponsor shall forward the third party's contact information to the above-designated e-mail address.

VI. MISCELLANEOUS PROVISIONS

6.01 INSURANCE

Pursuant to Chapter 2259 of the Texas Government Code entitled, "Self-Insurance by Governmental Units," Project Sponsor is self-insured and therefore is not required to purchase insurance.

6.02 Taxes/Workers' Compensation/Unemployment Insurance

PROJECT SPONSOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, PROJECT SPONSOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF PROJECT SPONSOR'S AND PROJECT SPONSOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. PROJECT SPONSOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS

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APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE GLO SHALL NOT BE LIABLE TO THE PROJECT SPONSOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/ OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. TO THE EXTENT PERMITTED BY LAW, PROJECT SPONSOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE GLO, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. PROJECT SPONSOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PROJECT SPONSOR WITH THE GLO NAMED AS A DEFENDANT IN ANY LAWSUIT AND PROJECT SPONSOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE GLO. PROJECT SPONSOR AND THE GLO AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

6.03 LEGAL OBLIGATIONS

Project Sponsor shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Project Sponsor to provide the goods or services required by this Contract. Project Sponsor will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Project Sponsor agrees to be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Contract.

6.04 INDEMNITY

AS GOVERNMENTAL ENTITIES AND AS REQUIRED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, EACH PARTY UNDERSTANDS THAT IT IS LIABLE FOR ANY PERSONAL INJURIES, PROPERTY DAMAGE, OR DEATH RESULTING FROM ITS ACTS OR OMISSIONS.

6.05 ASSIGNMENT AND SUBCONTRACTS

Project Sponsor shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the GLO, and any attempted or purported assignment, transfer or delegation thereof without such consent shall be null and void. Notwithstanding this provision, it is mutually understood and agreed that Project Sponsor may subcontract with others for some or all of the services to be performed in the cleaning and maintenance of public beaches in its jurisdiction. In any approved subcontracts, Project Sponsor shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Project Sponsor as specified in this Contract, the TAC and the Act. Nothing in this Contract shall be

construed to relieve Project Sponsor of the responsibility for ensuring that the goods delivered and/or the services rendered by Project Sponsor and/or any of its subcontractors comply with all the terms and provisions of this Contract.

6.06 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS) / MENTOR PROTÉGÉ

In accordance with Texas law, it is the GLO's policy to assist HUBs whenever possible, to participate in providing goods and services to the agency. The GLO encourages those Parties with whom it contracts for the provision of goods and services to adhere to this same philosophy in selecting subcontractors to assist in fulfilling their obligations with the GLO. The GLO encourages the Parties it contracts with to partner with certified HUBs that participate in the Comptroller's Mentor Protégé Program.

6.07 RELATIONSHIP OF THE PARTIES

Project Sponsor is associated with the GLO only for the purposes and to the extent specified in this Contract, and, with respect to Project Sponsor's performance pursuant to this Contract and the Act, Project Sponsor is and shall be an independent contractor and, subject only to the terms of this Contract and Applicable Law, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract 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 GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Project Sponsor or any other party. Project Sponsor shall be solely responsible for, and the GLO shall have no obligation with respect to:

(a) withholding of income taxes, FICA, or any other taxes or fees;

(b) industrial or workers' compensation insurance coverage;

(c) participation in any group insurance plans available to employees of the State of Texas;

(d) participation or contributions by the state to the State Employees Retirement System;

(e) accumulation of vacation leave or sick leave; or

(f) unemployment compensation coverage provided by the state.

6.08 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Project Sponsor shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Project Sponsor shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract. Project Sponsor will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

6.09 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

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GLO:
Texas General Land Office
1700 N. Congress Avenue, Mail Code 158
Austin, TX 78701
Attention: Contract Management Department

GALVESTON COUNTY:
Galveston County
722 Moody Avenue
Galveston, Texas 77550
Attention: County Judge Mark Henry

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party as herein provided.

6.10 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Project Sponsor irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

6.11 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract 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 Contract unenforceable.

6.12 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure shall promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The Party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Project Sponsor.

6.13 DISPUTE RESOLUTION

Except as otherwise provided by statute, rule or regulation, Project Sponsor shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitutes grounds for Project Sponsor to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

6.14 ENTIRE CONTRACT AND MODIFICATION

This Contract, its integrated Attachment(s), and any purchase order issued in conjunction with this Contract constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s) and/or purchase order shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment or purchase order specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

6.15 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Project Sponsor acknowledges that this Contract is effective for the period of time specified in the Contract. Any services performed by Project Sponsor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Project Sponsor.

6.16 CERTIFICATIONS FOR INTERLOCAL CONTRACT

Each Party certifies that this Contract is authorized by its respective governing body, as applicable, or is otherwise authorized under procedures for entering into interlocal contracts that do not require the approval of its governing body. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party. The Parties agree any contractual payment described in this Contract is in an amount that fairly compensates the performing Party for the services or functions performed under this Contract.

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE FOR GLO CONTRACT NO. 26-002-003

GENERAL LAND OFFICE	GALVESTON COUNTY
_____	_____
Jennifer G. Jones	By: Mark Henry
Chief Clerk and Deputy Land Commissioner	Title: County Judge
Date of execution: _____	Date of execution: _____

OGC JC

PM MV

DIR MB

DGC MB

GC JC

DCC AP

ATTACHMENT TO THIS CONTRACT:

ATTACHMENT A: GENERAL AFFIRMATIONS

INCORPORATED BY REFERENCE:

APPLICATIONS FOR ASSISTANCE

NOTICES OF DISBURSEMENT

ATTACHMENT FOLLOWS

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GENERAL AFFIRMATIONS

TO THE EXTENT APPLICABLE, Project Sponsor affirms and agrees to the following, without exception:

1. Project Sponsor represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Project Sponsor nor the firm, corporation, partnership, or institution represented by Project Sponsor, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Project Sponsor.*
2. Project Sponsor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. If the Contract is for services, Project Sponsor shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 C.F.R. 200, only to the extent such compliance is consistent with 2 C.F.R. 200.319.
4. Under Section 231.006 of the Family Code, the vendor or applicant [Project Sponsor] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate, in addition to other remedies set out in Section 231.006(f) of the Family Code.*
5. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Project Sponsor certifies it has submitted this information to the GLO.*
6. If the Contract is for a "cloud computing service" as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Project Sponsor represents and warrants that it complies with the requirements of the state risk and authorization management program and Project Sponsor agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Project Sponsor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
8. If the Contract authorizes Project Sponsor to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Project

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

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Sponsor certifies that it will comply with the security controls required under this Contract and will maintain records and make them available to the GLO as evidence of Project Sponsor's compliance with the required controls.

9. Project Sponsor represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
10. Project Sponsor agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Project Sponsor to the State of Texas.
11. Upon request of the GLO, Project Sponsor shall provide copies of its most recent business continuity and disaster recovery plans.
12. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Project Sponsor certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Project Sponsor's submission of its offer to provide consulting services to the GLO or, in the alternative Project Sponsor, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.*
13. If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Project Sponsor must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY PROJECT SPONSOR.
14. If the Contract is for architecture, engineering, or construction services, then subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Project Sponsor shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY PROJECT SPONSOR.
    a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Project Sponsor's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Project Sponsor may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Project Sponsor as is contemplated by Texas Government Code,

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

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Chapter 2260, Subchapter B. In such event, Project Sponsor must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Project Sponsor seeks as damages; and (3) the legal theory of recovery.

b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Project Sponsor in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.

c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.

d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Project Sponsor's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.

e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Project Sponsor. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Project Sponsor. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Project Sponsor under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Project Sponsor does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the Project Sponsor, prior to or subsequent to entering into this Contract.

f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Project Sponsor: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.

15. If Chapter 2271 of the Texas Government Code applies to this Contract, Project Sponsor verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.*

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

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16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Project Sponsor understands that all obligations of the GLO under this Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

17. Project Sponsor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

18. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Project Sponsor certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.

19. Project Sponsor represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.

20. Pursuant to Section 2155.004(a) of the Texas Government Code, Project Sponsor certifies that neither Project Sponsor nor any person or entity represented by Project Sponsor has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Project Sponsor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Project Sponsor from providing free technical assistance.*

21. Project Sponsor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.*

22. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Project Sponsor represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Project Sponsor further represents and warrants that if a former employee of the GLO was employed by Project Sponsor within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Project Sponsor that the employee worked on while employed by the GLO.*

23. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

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the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.

24. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, PROJECT SPONSOR, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PROJECT SPONSOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY PROJECT SPONSOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROJECT SPONSOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. PROJECT SPONSOR AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*

25. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, PROJECT SPONSOR, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO PROJECT SPONSOR'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE PROJECT SPONSOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO PROJECT SPONSOR, OR ANY OTHER ENTITY OVER WHICH PROJECT SPONSOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY PROJECT SPONSOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROJECT SPONSOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. PROJECT SPONSOR AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

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26. TO THE EXTENT ALLOWED BY LAW, PROJECT SPONSOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF PROJECT SPONSOR PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR PROJECT SPONSOR'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY PROJECT SPONSOR OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF PROJECT SPONSOR'S PERFORMANCE UNDER THE CONTRACT. PROJECT SPONSOR AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. PROJECT SPONSOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PROJECT SPONSOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROJECT SPONSOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, PROJECT SPONSOR WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF PROJECT SPONSOR OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND PROJECT SPONSOR WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.*

27. Project Sponsor has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.

28. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Project Sponsor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*

29. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Project Sponsor and legally empowered to contractually bind Project Sponsor to the terms and conditions of the Contract and related documents.

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

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30. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Project Sponsor shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.*

31. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Project Sponsor shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

32. Project Sponsor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.

33. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Project Sponsor certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

34. Pursuant to Section 572.069 of the Texas Government Code, Project Sponsor certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Project Sponsor within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

35. The GLO shall post this Contract to the GLO's website. Project Sponsor understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Project Sponsor is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Project Sponsor believes to be excepted from disclosure as "confidential" or a "trade secret," Project Sponsor waives any

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and all claims it may make against the GLO for releasing such information without prior notice to Project Sponsor. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Project Sponsor shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Project Sponsor shall forward the third party's contact information to the above-designated e-mail address.

36. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Project Sponsor must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, https://www.glo.texas.gov.

37. If Project Sponsor, in its performance of the Contract, has access to a state computer system or database, Project Sponsor must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Project Sponsor must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Project Sponsor must verify in writing to the GLO its completion of the cybersecurity training program.

38. Under Section 2155.0061, Texas Government Code, Project Sponsor certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*

39. Project Sponsor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Project Sponsor's business. Project Sponsor acknowledges that such a vaccine or recovery requirement would make Project Sponsor ineligible for a state-funded contract.

40. Pursuant to Government Code Section 2275.0102, Project Sponsor certifies that neither it nor its parent company, nor any affiliate of Project Sponsor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.*

41. If Project Sponsor is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Project Sponsor verifies that Project Sponsor does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Project Sponsor does not make that verification, Project Sponsor must notify the GLO and state why the verification is not required.*

42. If Project Sponsor is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Project Sponsor verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade

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association. If Project Sponsor does not make that verification, Project Sponsor must notify the GLO and state why the verification is not required.*

43. If Project Sponsor is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Project Sponsor will play the United States national anthem at the beginning of each team sporting event held at Project Sponsor's home venue or other venue controlled by Project Sponsor for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Project Sponsor to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Project Sponsor may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.*

44. To the extent Section 552.371 of the Texas Government Code applies to Project Sponsor and the Contract, in accordance with Section 552.372 of the Texas Government Code, Project Sponsor must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Project Sponsor's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Project Sponsor's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Project Sponsor agrees that the Contract may be terminated if Project Sponsor knowingly or intentionally fails to comply with a requirement of that subchapter.*

45. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Project Sponsor, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Project Sponsor compiled in connection with its performance under the Contract.*

46. If subject to 2 C.F.R. 200.216, Project Sponsor shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain covered telecommunications equipment or services, as described in Public Law 115-232, Section 889, including systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

47. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Project Sponsor uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.

48. If subject to 2 C.F.R. 200.217, Project Sponsor shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for lawfully disclosing information that the employee reasonably believes is evidence of gross mismanagement, waste, abuse of authority, a danger to public health or safety, or a violation of law related to a Federal contract or grant. Project Sponsor shall inform its employees in writing of their whistleblower rights and protections under 41 U.S.C. 4712.

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

docusign

Certificate Of Completion

Envelope Id: 2AA6917D-8986-4B58-BF99-B51F3B59762D
Status: Sent
Subject: *$O New Contract No.: 26-002-003 Galveston County (Texas GLO)
Source Envelope:
Document Pages: 23
Signatures: 0
Certificate Pages: 4
Initials: 6
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Armando Montante
1700 Congress Ave
Austin, TX 78701
Armando.Montante@glo.texas.gov
IP Address: 136.226.12.172

Record Tracking

Status: Original
8/14/2025 9:22:33 AM
Holder: Armando Montante
Armando.Montante@glo.texas.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Traci Cotton Traci.Cotton@glo.texas.gov Attorney Texas General Land Office Security Level: Email, Account Authentication (None)	DS JC Signature Adoption: Pre-selected Style Using IP Address: 136.226.12.68	Sent: 8/14/2025 11:10:04 AM Viewed: 8/14/2025 11:41:36 AM Signed: 8/14/2025 11:44:26 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Mei Ling Valdes meiling.valdes@glo.texas.gov Security Level: Email, Account Authentication (None)	Initial MV Signature Adoption: Pre-selected Style Using IP Address: 136.226.12.53	Sent: 8/14/2025 11:44:29 AM Viewed: 8/14/2025 12:07:25 PM Signed: 8/14/2025 12:13:04 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Natalie Bell Natalie.Bell@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)	DS NB Signature Adoption: Drawn on Device Using IP Address: 2605:a601:aad5:eb00:d440:a035:d60:5334	Sent: 8/14/2025 12:13:05 PM Viewed: 8/14/2025 12:15:26 PM Signed: 8/14/2025 12:15:39 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Marc Barenblat marc.barenblat@glo.texas.gov Deputy General Counsel Texas General Land Office Security Level: Email, Account Authentication (None)	DS MB Signature Adoption: Pre-selected Style Using IP Address: 136.226.13.84	Sent: 8/14/2025 12:15:45 PM Viewed: 8/14/2025 6:12:10 PM Signed: 8/14/2025 6:15:53 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Signer Events	Signature	Timestamp
Jeff Gordon jeff.gordon@glo.texas.gov General Counsel Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS Signature Adoption: Pre-selected Style Using IP Address: 2600:387:f:6d16::4 Signed using mobile	Sent: 8/14/2025 6:15:54 PM Viewed: 8/14/2025 6:17:18 PM Signed: 8/14/2025 6:17:21 PM
Adrian Piloto adrian.piloto@glo.texas.gov Senior Deputy Director Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS Signature Adoption: Pre-selected Style Using IP Address: 136.226.12.178	Sent: 8/14/2025 6:17:23 PM Viewed: 8/18/2025 8:04:19 AM Signed: 8/18/2025 8:04:36 AM
Mark Henry mark.henry@co.galveston.tx.us County Judge GALVESTON COUNTY Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 8/18/2025 8:04:38 AM Resent: 8/27/2025 12:47:58 PM Viewed: 8/27/2025 2:55:00 PM
Jennifer G. Jones Jennifer.Jones@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Clay Sebek clay.sebek@glo.texas.gov Team Lead, General Contracts Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 8/14/2025 9:26:08 AM Resent: 8/14/2025 11:10:01 AM
CMD Drafting Requests draftingrequests@GLO.TEXAS.GOV Texas General Land Office Security Level: Email, Account Authentication (None)	COPIED	Sent: 8/14/2025 11:10:02 AM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Kelly McBride kelly.mcbride@glo.texas.gov Director of CMD Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 8/14/2025 11:10:02 AM
Lance White lance.white@glo.texas.gov Manager, Contracts Management Division Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 8/14/2025 11:10:02 AM
Angela Sunley angela.sunley@glo.texas.gov Sr. Director Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 8/14/2025 12:15:43 PM Viewed: 8/14/2025 12:16:07 PM
David Green david.green@glo.texas.gov Legal Services Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 8/14/2025 12:15:44 PM Viewed: 8/14/2025 12:24:58 PM
William Comeaux william.comeaux@co.galveston.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 8/18/2025 8:04:39 AM
Linda Liechty Linda.Liechty@co.galveston.tx.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 8/27/2025 12:47:55 PM
Payton Ray payton.ray@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	8/14/2025 9:26:08 AM
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Envelope Updated	Security Checked	8/27/2025 12:47:55 PM
Envelope Updated	Security Checked	8/27/2025 12:47:55 PM
Payment Events	**Status**	**Timestamps**

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*39.

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

Consideration of authorization for County Judge to sign resolution regarding annual county-funded grant to Interfaith Ministries of Greater Houston for home delivered senior meals as submitted by Professional Services

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	9/4/25 2:50 pm

MEMORANDUM

To: Galveston County Commissioners' Court

From: Betsy Thomas, Grants Administration Manager

Court Date: September 15, 2025

RE: Parks & Cultural Services
Interfaith Ministries of Greater Houston FY 2026 County Grant Resolution
CORRECTION in AMOUNT

BACKGROUND

To be eligible for the Texas Department of Agriculture Texans Feeding Texans Grant, an agency must show it receives supporting grants from other sources. Since the Interfaith Ministries of Greater Houston Program covers most of the county, Galveston County assists their agency with a $17,469.50 grant to help them with their program and make them eligible for further assistance through the Texans Feeding Texans Grant Program.

SUMMARY

With this agenda item, staff is requesting the Court consider the grant award to Interfaith Ministries of Greater Houston for the 2026 fiscal year.

FINANCIAL SUMMARY

FY 2026 County Contribution to IMGH: ~~$17,469.50~~ $18,979

RECOMMENDATIONS

Professional Services requests the Court to consider authorizing the County grant to Interfaith Ministries of Greater Houston and authorize the County Judge to sign the supporting resolution.

ATTACHEMENTS FOR WET SIGNATURE

- ☐ FY 2026 Interfaith Ministries of Greater Houston Resolution - Corrected

TEXAS DEPARTMENT OF AGRICULTURE
TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL GRANT PROGRAM

RESOLUTION AUTHORIZING COUNTY GRANT
PROGRAM YEAR 2026

A resolution of the County of Galveston (County) Texas certifying that the County has made a grant to Interfaith Ministries for Greater Houston (Organization), an organization that provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability, and certifying that the County has approved the Organization's accounting system or fiscal agent.

WHEREAS, the Organization seeks to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability pursuant to the Home-Delivered Meal Grant Program (Program);

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules further require the County approve the Organization's accounting system or fiscal agent in order for the Organization to be eligible to receive Program grant funds;

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of $18,979.00 to be paid and used between the:

1st of February 2026 and the 31st of January 2027

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in the Texas Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this _____ day of September, 2025.

_____

Signature of Authorized Official of the County

Mark Henry, County Judge

Typed Name and Title

NOTE: All information shown in this resolution must be included in the resolution passed by the County.

Updated May 2025

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*40.

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

Consideration of authorization for County Judge to sign resolution regarding annual county-funded grant to the Bay Area Meals on Wheels for home delivered senior meals as submitted by Professional Services

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	9/4/25 2:35 pm

MEMORANDUM

To: Galveston County Commissioners' Court

From: Betsy Thomas, Grants Administration Manager

Court Date: September 15, 2025

RE: Parks & Cultural Services

Bay Area Meals on Wheels FY 2026 County Grant Resolution

BACKGROUND

To be eligible for the Texas Department of Agriculture Texans Feeding Texans Grant, an agency must show it receives supporting grants from other sources. Since the Bay Area Meals on Wheels Program covers a portion of the county, Galveston County assists their agency with a $1,000 grant to help them with their program and make them eligible for further assistance through the Texans Feeding Texans Grant Program.

SUMMARY

With this agenda item, staff is requesting the Court consider the grant award to Bay Area Meals on Wheels for the 2026 fiscal year.

FINANCIAL SUMMARY

FY 2026 County Contribution to BAMOW: $1,000.00

RECOMMENDATIONS

Professional Services requests the Court to consider authorizing the County grant to Bay Area Melas on Wheels and authorize the County Judge to sign the supporting resolution.

ATTACHEMENTS FOR WET SIGNATURE

- ☐ FY 2026 Bay Area Meals on Wheels Resolution

TEXAS DEPARTMENT OF AGRICULTURE
TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL GRANT PROGRAM

RESOLUTION AUTHORIZING COUNTY GRANT
PROGRAM YEAR 2026

A resolution of the County of Galveston (County) Texas certifying that the County has made a grant to Bay Area Meals on Wheels (Organization), an organization that provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability, and certifying that the County has approved the Organization's accounting system or fiscal agent.

WHEREAS, the Organization seeks to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability pursuant to the Home-Delivered Meal Grant Program (Program);

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules further require the County approve the Organization's accounting system or fiscal agent in order for the Organization to be eligible to receive Program grant funds;

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of $1000.00 to be paid and used between the:

1st of February 2026 and the 31st of January 2027

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in the Texas Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this _____ day of September, 2025.

_____

Signature of Authorized Official of the County

Mark Henry, County Judge

Typed Name and Title

NOTE: All information shown in this resolution must be included in the resolution passed by the County.

Updated May 2025

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*41.

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

Consideration of approval to cover personnel salary gap for grant-funded positions from the Office of the Governor as submitted by Professional Services

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	9/4/25 2:23 pm

MEMORANDUM

To: Galveston County Commissioners' Court

From: Betsy Thomas, Grants Administration Manager

Court Date: September 15, 2025

RE: Professional Services

Approval for payroll gap coverage regarding grant-funded personnel

BACKGROUND

Each year, Galveston County receives funding through the Office of the Governor's grant programs. A portion of those grants were set to begin September 1st and funded positions in multiple departments. The other portion are set to being October 1st. With the recent Special Sessions, the Office of the Governor states their FY 2026 awards will be delayed for an estimated six to eight weeks.

Of the applications submitted for FY 2026, staff anticipates awards for the following grants, some of which will require gap-funding to cover personnel costs until the awards are accepted and grants are activated.

- Specialty Court - HOPE Adult Drug Court
- Specialty Court – Mental Health Court
- VOCA – Victims Assistance Coordinator and Outreach Project
- VAWA – Violence Against Women Prosecutor
- UASI – Community Preparedness
- UASI – Regional Planner
- Project Safe Neighborhood
- Operation Lone Star
- Rifle Resistant Body Armor Grant
- Criminal Justice – Underwater Crime Scene Investigations

SUMMARY

Personnel gap funding will be needed for the following grants **beginning September 1, 2025 through October 31st**:

- Specialty Court - HOPE Adult Drug Court - $25,208
- Specialty Court – Mental Health Court - $31,439

- VAWA – Violence Against Women Prosecutor - $46,027
- Operation Lone Star – OVERTIME - $30,938

TOTAL $133,612

Personnel gap funding will be necessary for the following grants **beginning October 1, 2025 through November 30th**:

- VOCA – Victims Assistance Coordinator and Outreach Project - $24,837
- Project Safe Neighborhood – OVERTIME - $6,667

TOTAL $31,504

NOTE: This request only pertains to personnel costs and does not include costs associated with contractual, travel/training, equipment or supplies.

FINANCIAL SUMMARY

Total Gap Request **$196,620.00**

RECOMMENDATIONS

Professional Services requests the Court consider approval to cover personnel gap costs for the FY 2026 Office of the Governor's grant programs for up to eight weeks beyond the grant period of performance start date.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*42.

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

25-176-0915-B
Adult Probation- Request from General Fund - Budgeted Reserves to Adult Probation - Various Line Items to fund benefit expenses for remainder of the fiscal year

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	9/8/25 12:35 pm

View Budget Amendment: Budget Amendment: FY2025 - Annual Budget Detail on 09/15/2025 : BAT-0000265

Company	The County of Galveston
Plan Template	Annual Budget Detail : FY25 Amended Budget
Plan	FY25 Amended Budget
Organizing Dimension Type	
Amendment ID	BAT-0000265
Amendment Date	09/15/2025
Description	BA 25-176-0915-B; Request from General Fund - Budgeted Reserves to Adult Probation - Various Line Items to fund benefit expenses for remainder of the fiscal year.
Amendment Type	Budget Amendment
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
FY2025 Annual (FY25 Amended Budget)	5159000:Other Employee Benefits	255101 Adult Probation	1101 General Fund		Life Insurance Premiums			$44,905.69	$0.00	Request from General Fund - Budgeted Reserves to Adult Probation - Various Line Items to fund benefit expenses for remainder of the fiscal year.	
FY2025 Annual (FY25 Amended Budget)	5159000:Other Employee Benefits	255101 Adult Probation	1101 General Fund		Long Term Disability Expense			$8,660.49	$0.00	Request from General Fund - Budgeted Reserves to Adult Probation - Various Line Items to fund benefit expenses for remainder of the fiscal year.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1101 General Fund		Budgeted Reserves			$0.00	$53,566.18	Request from General Fund - Budgeted Reserves to Adult Probation - Various Line Items to fund benefit expenses for remainder of the fiscal year.	

Aprob-All Funds Analysis-Life Ins-L-T Dis.pdf

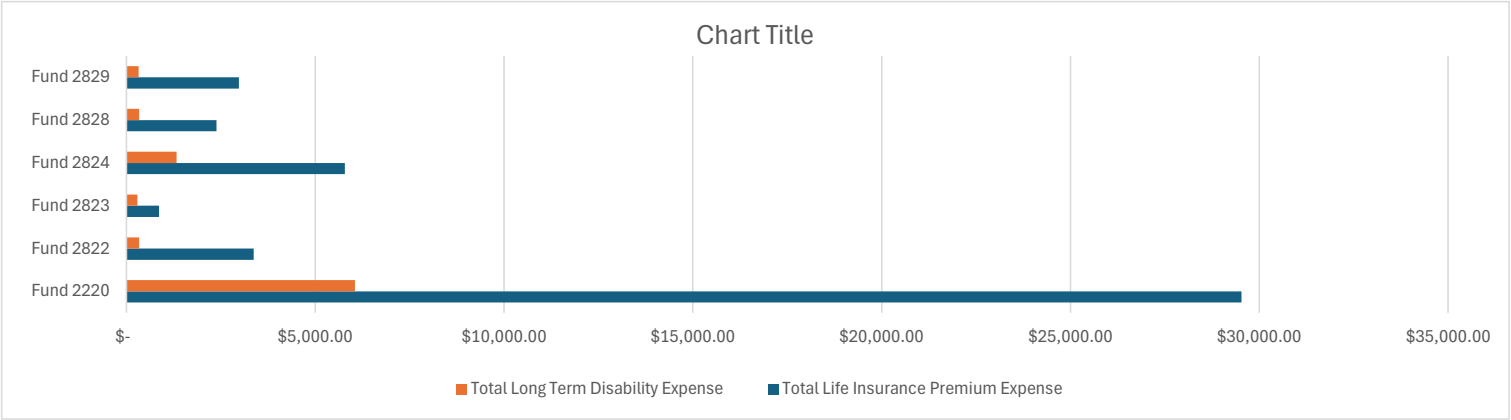
File Name Aprob-All Funds Analysis-Life Ins-L-T Dis.pdf
Content Type application/pdf
Updated By Lee Clemmer
Upload Date 09/04/2025 09:07:58 AM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	09/04/2025 09:07:58 AM	09/05/2025	Lee Clemmer	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	09/05/2025 09:19:01 AM	09/06/2025	Sergio Cruz (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	09/05/2025 09:40:19 AM		Gabriela De Los Santos (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		09/05/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	09/05/2025 10:05:22 AM		Kenna Pruitt (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	09/08/2025 09:52:37 AM	09/07/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		09/10/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

Life Insurance & LT Disability - Total Expenses by Grant

Grant	Fund	Total Life Insurance Premium Expense	Total Long Term Disability Expense	Combined Total
GR-0000660 FY25 AProb Basic Supervision	Fund 2220	$ 29,527.35	$ 6,053.61	$ 35,580.96
GR-0000672 FY25 AProb Specialized Intervention Program	Fund 2822	$ 3,368.21	$ 336.09	$ 3,704.30
GR-0000662 FY25 AProb GC Pretrial Intervention	Fund 2823	$ 865.84	$ 289.24	$ 1,155.08
GR-0000681 FY25 AProb DP-Assessment Unit Program	Fund 2824	$ 5,782.15	$ 1,326.37	$ 7,108.52
GR-0000679 FY25 AProb DP-Domestic Viol Sp Caseload Pg	Fund 2828	$ 2,383.23	$ 334.90	$ 2,718.13
GR-0000670 FY25 AProb Mentally Impaired Spec CSLoad	Fund 2829	$ 2,978.91	$ 320.28	$ 3,299.19
TOTAL		$ 44,905.69	$ 8,660.49	$ 53,566.18



GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*43.

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

25-177-0915-C
Sheriff's Office - Request transfer from General Fund - Budgeted Reserves to Sheriff Warrants Division - Prisoner Extradition Travel to fund past and future extradition expenses

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	9/8/25 12:41 pm

View Budget Amendment: Budget Amendment: FY2025 - Annual Budget Detail on 09/15/2025 : BAT-0000266

Company The County of Galveston
Plan Template Annual Budget Detail : FY25 Amended Budget
Plan FY25 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000266
Amendment Date 09/15/2025
Description BA 25-177-0915-C; Request transfer from General Fund - Budgeted Reserves to Sheriff Warrants Division - Prisoner Extradition Travel to fund past and future extradition expenses.
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
FY2025 Annual (FY25 Amended Budget)	5496000:Travel and Transportation	211150 Sheriff Warrants Division	1101 General Fund		Prisoner Extradition Travel			$45,000.00	$0.00	BA 25-177-0915-C; Request transfer from General Fund - Budgeted Reserves to Sheriff Warrants Division - Prisoner Extradition Travel to fund past and future extradition expenses.	
FY2025 Annual (FY25 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1101 General Fund		Budgeted Reserves			$0.00	$45,000.00	BA 25-177-0915-C; Request transfer from General Fund - Budgeted Reserves to Sheriff Warrants Division - Prisoner Extradition Travel to fund past and future extradition expenses.	

FY 2025 Warrant Division Budgets - Running Total of Expenses.pdf

File Name FY 2025 Warrant Division Budgets - Running Total of Expenses.pdf
Content Type application/pdf
Updated By Lee Clemmer
Upload Date 09/03/2025 03:45:04 PM
Comment BA 25-177-0915-C; Request transfer from General Fund - Budgeted Reserves to Sheriff Warrants Division - Prisoner Extradition Travel to fund past and future extradition expenses.

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	09/03/2025 04:05:30 PM	09/04/2025	Melencio Villarreal	1	
Budget Amendment Event	Approval by Cost Center Manager	Automatic Approval	09/03/2025 04:05:30 PM	09/05/2025	Melencio Villarreal (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Sent Back	09/04/2025 08:48:56 AM		Lee Clemmer (Budget Specialist)	1	Send Back Reason from Lee Clemmer: Amount & Caption updates
Budget Amendment Event	Budget Amendment Event	Submitted	09/04/2025 08:56:57 AM	09/04/2025	Melencio Villarreal	1	Melencio Villarreal: BA 25-177-0915-C; Request transfer from General Fund - Budgeted Reserves to Sheriff Warrants Division - Prisoner Extradition Travel to fund past and future extradition expenses.
Budget Amendment Event	Approval by Cost Center Manager	Automatic Approval	09/04/2025 08:56:57 AM	09/06/2025	Melencio Villarreal (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	09/04/2025 09:00:35 AM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		09/04/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	09/04/2025 10:31:27 AM		Kenna Pruitt (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	09/04/2025 02:44:40 PM	09/06/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		09/06/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

WARRANT DIVISION EXTRADITION BUDGET - ACTUAL EXPENSES			EXPENSES
DATE OF TRIP	**DEPUTY**	**LOCATION**	**P-CARD TOTAL**
9/27/2024 - 9/29/2024	Garza	Western Virginia Regional Jail, VA (Hotel)	$270.79
9/29/2024 - 9/30/2024	Jackson	TDCJ Briscoe Unit	$183.42
10/1/2024	Berg	Brazoria County, TX	$0.00
10/1/2024	Rodriguez & Love	Harris County, TX	$0.00
10/1/2024	Lozano & Ferrino	Limestone County, TX	$83.79
10/1/2024	Marquez	TDCJ Lychner Unit	$0.00
10/3/2024	Kelley & Marquez	Harris County, TX	$0.00
10/3/2024	Love	Fort Bend County, TX (CANCELLED)	$8.41
10/3/2024	Lagatella	Montgomery County, TX	$0.00
10/3/2024	Manuel	TDCJ Lychner Unit	$26.37
10/4/2024	Alvarez	TDCJ Lychner Unit	$0.00
10/5/2024 - 10/6/2024	Warrington & Carrizalez	Hidalgo County, TX	$351.53
10/5/2024 - 10/6/2024	Jackson	Tarrant County, TX	$257.28
10/7/2024	Rodriguez	Colorado County, TX	$0.00
10/8/2024	Garza & Berg	Harris County, TX	$0.00
10/8/2024	Ferrino & Lozano	Hays County, TX	$0.00
10/8/2024	Jackson	Travis County, TX	$66.99
10/10/2024	Manuel	Montgomery County, TX	$28.32
10/11/2024	Kelley	Brazoria County, TX	$0.00
10/12/2024 - 10/13/2024	Kelley & Love	Jasper County, MO	$4,726.84
10/14/2024	Lagatella	TDCJ Gist Unit	$0.00
10/15/2024	Marquez & Love	Harris County, TX	$0.00
10/15/2024	Kelley	Colorado County, TX (RETURN)	$6.96
10/16/2024	Garza	Brazoria County, TX	$0.00
10/16/2024	Rodriguez & Alvarez	Bee County, TX	$0.00
10/17/2024	Ferrino	Montgomery County ICE, TX	$0.00
10/18/2024	Marquez	TDCJ Lychner Unit	$0.00

10/18/2024	Garza	TDCJ Holliday Unit	$0.00
10/20/2024 - 10/21/2024	Manuel & Marquez	Delaware County, OH	$3,150.08
10/22/2024	Ferrino & Lozano	Harris County, TX	$0.00
10/23/2024	Berg	Brazoria County, TX	$0.00
10/23/2024	Love	TDCJ Lychner Unit	$7.73
10/25/2024	Garza	San Augustine County, TX	$24.14
10/25/2024 - 10/26/2024	Lagatella	Orleans Parish, LA	$663.89
10/26/2024 - 10/27/2024	Manuel & Snyder	Ector County, TX	$2,357.01
10/28/2024	Lagatella	TDCJ Lychner Unit	$0.00
10/28/2024 - 10/29/2024	Jackson	Cameron County (CANCELLED)	$325.84
10/29/2024	Ferrino & Lozano	Harris County, TX	$0.00
10/29/2024	Manuel	Brazos County, TX	$26.28
10/31/2024	Alvarez	Bastrop County, TX	$21.84
11/1/2024	Lozano	Brazoria County, TX	$0.00
11/1/2024	Marquez	Fort Bend County, TX	$0.00
11/2/2024 - 11/3/2024	Hernandez & Griffis Van	Love County, OK	$252.11
11/4/2024	Kelley & Love	Bexar County, TX (CANCELLED)	$46.68
11/5/2024	Lozano & Love	Harris County, TX	$0.00
11/5/2024	Carrizalez	Polk County, TX	$0.00
11/5/2024	Rodriguez & Berg	TDCJ Hobby Unit	$41.46
11/5/2024	Garza & Marquez	TDCJ Garza East Unit	$49.10
11/6/2024	Berg	Brazoria County, TX	$0.00
11/6/2024 - 11/7/2024	Jackson	Denton County, TX	$207.78
11/7/2024	Kelley	Montgomery County, TX	$0.00
11/7/2024	Ferrino	Montgomery County ICE, TX	$0.00
11/8/2024	Rodriguez	Fort Bend County, TX	$10.20
11/8/2024	Love & Kitchens	TDCJ Lychner Unit	$6.47
11/9/2024 - 11/10/2024	Love & Kelley	Springfield, MO	$2,717.06
11/12/2024	Ferrino	Harris County, TX	$0.00
11/12/2024	Warrington	Walker County, TX	$11.04
11/12/2024	Lagatella	TDCJ Walls Unit	$0.00

11/13/2024	Berg	Brazoria County, TX	$0.00
11/14/2024	Love & Berg	San Augustine County, TX	$51.63
11/15/2024	Alvarez	TDCJ Lychner Unit	$0.00
11/16/2024 - 11/17/2024	Rodriguez & Garza	Taylor County, TX	$1,936.31
11/18/2024	Rodriguez & Garza	Travis County, TX	$28.47
11/19/2024	Manuel & Warrington	Harris County, TX	$0.00
11/19/2024 - 11/20/2024	Berg & Alvarez	Rikers Island, NY	$2,379.19
11/21/2024 - 11/22/2024	Jackson	TDCJ Willacy Unit	$216.79
11/22/2024	Alvarez	Brazoria County, TX	$0.00
11/22/2024	Lagatella	TDCJ Skyview Unit	$24.64
11/25/2024	Garza	Brazoria County, TX	$0.00
11/25/2024 - 11/26/2024	Jackson	Taylor County, TX	$206.82
11/26/2024	Warrington	Brazoria County, TX	$0.00
11/26/2024	Love & Rodriguez	Harris County, TX	$0.00
11/27/2024	Love	Brazoria County, TX	$0.00
11/27/2024	Berg & Alvarez	Harris County, TX	$0.00
11/27/2024	Marquez	Montgomery County, TX	$0.00
12/2/2024	Lagatella	Walker County, TX	$0.00
12/2/2024	Manuel & Marquez	TDCJ McConnell Unit	$0.00
12/3/2024	Berg	Brazoria County, TX	$0.00
12/3/2024	Garza & Rodriguez	Harris County, TX	$0.00
12/4/2024 - 12/5/2024	Jackson	Tarrant County, TX	$255.25
12/6/2024	Garza & Marquez	Grant Parish, LA	$42.35
12/6/2024 - 12/7/2024	Rodriguez & Hill	Denton County, TX	$22.06
12/7/2024 - 12/8/2024	Alvarez	Orleans Parish, LA	$415.63
12/9/2024	Manuel & Warrington	Calcasieu Parish, LA	$59.14
12/10/2024	Marquez	Brazoria County, TX	$0.00
12/10/2024	Alvarez & Love	Harris County, TX	$0.00
12/10/2024	Berg	Fort Bend County, TX	$0.00
12/12/2024	Marquez & Garza	Bell County, TX	$29.74
12/14/2024 - 12/15/2024	Manuel & Snyder	Mercer County, PA	$3,048.49

12/14/2024 - 12/15/2024	Love & Balvantin	Madison County, TN	$2,771.55
12/14/2024 - 12/15/2024	Rodriguez & Hill	Fulton County, GA	$3,105.18
12/17/2024	Alvarez & Marquez	Harris County, TX	$0.00
12/17/2024	Jackson	Williamson County, TX	$33.51
12/18/2024	Love & Garza	Brazoria County, TX	$0.00
12/18/2024	Jackson	McLennan County, TX	$25.53
12/19/2024	Berg	Harris County, TX	$0.00
12/19/2024 - 12/20/2024	Jackson	Johnson County, TX	$174.84
12/20/2024	Rodriguez	TDCJ Plane State Jail	$10.96
12/21/2024 -12/22/2024	Garza & Marquez	Pinellas County, FL	$2,979.26
12/21/2024 - 12/22/2024	Manuel & Berg	Oklahoma County, OK	$2,315.76
12/23/2024	Manuel	TDCJ Lychner Unit	$27.89
12/24/2024	Marquez & Garza	Harris County, TX	$0.00
12/24/2024	Alvarez	Montgomery County, TX	$0.00
12/26/2024	Berg	Brazoria County, TX	$0.00
12/26/2024	Love	Guadalupe County, TX	$47.61
12/27/2024	Manuel	Bastrop County, TX	$37.24
12/30/2024	Marquez	Brazoria County, TX	$0.00
12/30/2024	Alvarez	Liberty County, TX	$0.00
12/30/2024	Warrington	Freestone County, TX	$67.17
12/31/2024	Love/Garza	Harris County, TX	$0.00
1/2/2025 - 1/3/2025	Jackson	TDCJ Glossbrenner Unit	$243.85
1/3/2025	Garza/Marquez	Hill County, TX/ Collin County, TX	$72.70
1/3/2025	Manuel	TDCJ Lychner Unit	$28.33
1/4/2025 - 1/5/2025	Manuel & Alvarez	Christian County, MO	$3,391.72
1/6/2025 - 1/7/2025	Jackson	Pecos County, TX	$219.51
1/7/2025	Lagatella & Berg	Harris County, TX	$0.00
1/7/2025	Alvarez	TDCJ Lychner Unit	$0.00
1/8/2025	Love	Williamson County, TX	$30.17
1/8/2025	Warrington & Marquez	Bexar County, TX	$45.78
1/10/2025	Berg	TDCJ Holliday Unit	$20.98

1/10/2025 - 1/11/2025	Jackson	Dallas County, TX	$216.66
1/11/2025 - 1/12/2025	Berg & Manuel	Woodward County, OK	$1,924.71
1/17/2025	Garza	TDCJ Lychner Unit	$0.00
1/17/2025	Warrington & Ruiz	McLennan County, TX	$69.59
1/24/2025	Berg & Ruiz	Williamson County, TX	$127.23
1/24/2025	Marquez	Fort Bend County, TX	$0.00
1/24/2025	Lagatella	Harris County, TX	$0.00
1/24/2025 - 1/25/2025	Jackson	Dallas County	$251.73
1/25/2025 - 1/26/2025	Marquez & K. Rodriguez	Loudoun Co, Virginia	$2,914.67
1/25/2025 - 1/26/2025	Love & Berg	Falmouth Co, Massachusetts	$2,446.77
1/27/2025 - 1/28/2025	Jackson	TDCJ Lopez Unit	$201.35
1/28/2025	Marquez	Brazoria County, TX	$0.00
1/28/2025	Pearcy & Manuel	Harris County, TX	$0.00
1/29/2025	Love & Garza	TDCJ Garza Unit	$23.36
1/30/2025	Marquez	TDCJ Walls Unit	$0.00
1/30/2025	I. Garza	TDCJ Lychner Unit	$0.00
1/30/2025	Berg & I. Garza	Montgomery County, TX	$0.00
1/31/2025 - 2/1/2025	Lagatella	Hillsborough County, Florida	$1,928.64
2/1/2025 - 2/2/2025	Warrington & Alvarez	Hood County, TX	$508.47
2/3/2025	G. Garza	TDCJ Byrd Unit	$0.00
2/4/2025	I. Garza & Pearcy	Harris County	$0.00
2/4/2025	Marquez	Brazoria County, TX	$0.00
2/6/2025	I. Garza	TDCJ Gist Unit	$0.00
2/7/2025	Love	TDCJ Lychner Unit	$0.00
2/7/2025	Warrington	TDCJ Planes Unit	$0.00
2/7/2025	Lagatella	Fort Bend County	$0.00
2/7/2025	I. Garza	TDCJ Lewis Unit	$15.64
2/7/2025-2/8/2025	Jackson	Dallas County	$260.05
2/10/2025	G. Garza	Chambers County	$0.00
2/10/2025	Lagatella & Love	Webb County	$16.45
2/10/2025	Brosch	TDCJ Lychner Unit	$0.00

2/10/2025	Marquez	Jefferson County	$0.00
2/10/2025-2/11/2025	Jackson	Collin County	$180.90
2/11/2025	Manuel/Love	Harris County	$0.00
2/14/2025	Marquez	TDCJ Lychner Unit	$0.00
2/17/2025-2/18/2025	Jackson	Moore County	$233.35
2/18/2025	Manuel	Brazoria County, TX	$0.00
2/18/2025	Berg/Warrington	Harris County	$0.00
2/20/2025	Love/J. Villarreal	FCI Three Rivers	$5.28
2/24/2025	Kelley	Jefferson County	$0.00
2/24/2025	Berg	Brazoria County, TX	$0.00
2/25/2025	Marquez/G. Garza	Harris County	$0.00
2/25/2025	I. Garza	TDCJ Lychner Unit	$0.00
2/26/2025	Villarreal/Love	Wharton County	$0.00
2/26/2025	Marquez	Montgomery County	$0.00
2/26/2025	I. Garza/Jackson	Travis County State Jail	$65.87
2/28/2025	G. Garza & J. Villarreal	Brazoria County, TX	$0.00
2/28/2025	Marquez	TDCJ Wynne Unit	$0.00
3/3/2025	Berg	TDCJ Lychner Unit	$0.00
3/4/2025	Kelley/Ruiz	Harris County	$0.00
3/5/2025	Warrington/Kelley	TDCJ Henley Unit & TDCJ Planes Unit	$42.60
3/8/2025	G. Garza & J. Villarreal	Hidalgo County	$102.95
3/8/2025-3/9/2025	Alvarez & Keele	Hope, Arkansas	$1,814.81
3/10/2025	Marquez/Vela	Bexar County, TX	$73.79
3/10/2025	Warrington	TDCJ Planes Unit	$0.00
3/10/2025	Kelley/Ruiz	Burnet County, TX	$89.42
3/11/2025	G.Garza & Berg	Harris County	$0.00
3/12/2025	Kelley/Warrington	Brazoria County, TX	$0.00
3/13/2025	Warrington	Jackson County, TX	$10.72
3/13/2025	Kelley/Berg	Williamson County, TX	$0.00
3/14/2025	Kelley	Shelby County, TX	$30.30
3/14/2025	Berg/Keele	Travis State Jail & Williamson County, TX	$101.16

3/15/2025-3/16/2025	LaGatella	California	$2,173.98
3/16/2025	Villarreal/Ruiz	Hidalgo County	$31.17
3/17/2025-3/18/2025	Warrington/Cruz	TDCJ Lopez Unit	$251.75
3/18/2025	Villarreal/Ruiz	Harris County	$0.00
3/20/2025	LaGatella/Keele	TDCJ Holliday Unit & TDCJ Walls Unit	$45.42
3/21/2025	Ruiz/Kelley	Travis County	$47.50
3/21/2025	Vela/Warrington	Montgomery County	$0.00
3/21/2025	LaGatella	TDCJ Joe Corley Unit	$0.00
3/24/2025	Berg	Brazoria County, TX	$0.00
3/21/2025-3/22/2025	G. Garza	Miami, Florida	$2,212.97
3/21/2025-3/22/2025	Manuel/Villarreal	Nevada	$3,356.30
3/22/2025-3/23/2025	Warrington/Kelley	Colorado	$3,114.94
3/22/2025-3/23/2025	Berg	Florida	$3,198.85
3/23/2025-3/24/2025	Manuel/Villarreal	Virginia	$3,326.56
3/25/2025	Keele/LaGatella	Harris County	$0.00
3/25/2025	Kelley/Ruiz	Jefferson County	$47.02
3/28/2025	Warrington	Ft Bend County	$0.00
3/29/2025-3/30/2025	LaGatella	California	$1,798.98
3/29/2025-3/30/2025	Manuel/K Snyder	Indiana	$2,949.21
3/31/2025-4/1/2025	Manuel	Legislature Testimony Austin	$262.16
4/1/2025	Berg/Villarreal	Harris County	$0.00
4/1/2025	Keele	TDCJ Gist Unit	$0.00
4/4/2025	Marquez/Garcia	Bexar County	$36.06
4/7/2025	LaGatella	Jackson County	$23.36
4/8/2025	Keele/Garza	Brazoria County	$0.00
4/8/2025	Marquez/Garcia	Harris County	$0.00
4/8/2025	Kelley	Houston County	$43.15
4/8/2025	Warrington/Ruiz	Bee County	$33.28
4/9/2025	Vela	Montgomery County	$0.00
4/10/2025	Warrington	TDCJ Plane Unit	$24.16
4/13/2025	Warrington/Cruz	Louisiana	$59.03

4/12/2025-4/13/2025	Keele/Garcia	Ohio	$3,822.25
4/12/2025-4/13/2025	Villarreal/Ruiz	Minnesota	$3,746.37
4/14/2025	Marquez/Ruiz	TDCJ Torres Unit	$77.87
4/14/2025-4/15/2025	Jackson	TDCJ Hutchins Unit	$206.81
4/15/2025	Vela	Brazoria County	$0.00
4/15/2025	Villarreal/Garcia	Harris County	$0.00
4/15/2025-4/16/2025	LaGatella	California	$1,838.01
4/16/2025	Berg	Liberty County	$0.00
4/16/2025	Keele/Pearcy	Smith County	$125.87
4/16/2025-4/17/2025	Garcia	TDCJ Briscoe Unit	$254.37
4/17/2025	Keele	Brazoria County	$0.00
4/17/2025	Jackson	Austin County	$26.99
4/21/2025	Ruiz/Warrington	Harris County	$0.00
4/23/2025	Marquez	TDCJ Lychner Unit	$0.00
4/24/2025	Keele	Leon County	$65.27
4/24/2025	Marquez/Ruiz	Brazoria County	$0.00
4/28/2025	Garza	TDCJ Lychner Unit	$0.00
4/29/2025	Kelley/Lagatella	Harris County	$0.00
4/29/2025	Garcia	Liberty County	$0.00
4/29/2025	Keele	Washington County	$23.25
4/30/2025	Ruiz/Villarreal	Brazoria County	$0.00
5/2/2025-5/3/2025	Villarreal	Jefferson Parish, LA	$419.10
5/5/2025	Villarreal	TDCJ Beto Unit	$80.24
5/6/2025	Garza/Pearcy	Harris County	$0.00
5/7/2025	Kelley/Keele	Montgomery County	$0.00
5/7/2025	Warrington	Brazoria County	$0.00
5/9/2025	Garcia	TDCJ Lychner Unit	$0.00
5/13/2025	Marquez/Villarreal	Harris County	$0.00
5/13/2025-5/14-2025	Jackson	Louisiana	$278.76
5/15/2025	Keele	Chambers County	$0.00
5/15/2025	Kelley/Berg	Fort Bend County	$0.00
5/15/2025-5/16/2025	Jackson	North Texas State Hospital (returning def)	$272.79

5/19/2025	Ruiz	TDCJ Lychner Unit	$0.00
5/20/2025	Villarreal	TDCJ Lychner Unit	$0.00
5/20/2025	Marquez/Garcia	Harris County	$0.00
5/20/2025	Keele/Pearcy	McLennan County	$90.63
5/21/2025	Berg	TDCJ Lewis Unit	$0.00
5/21/2025	Garcia	TDCJ Holliday Unit	$0.00
5/21/2025	Garza/Warrington	Brazoria County	$0.00
5/22/2025	Lagatella	Jefferson County	$0.00
5/22/2025	Garza	TDCJ Lychner Unit	$0.00
5/22/2025	Keele	Brazoria County	$0.00
5/22/2025	Warrington/Ruiz	Bexar County	$68.64
5/22/2025-5/23/2025	Jackson	Tarrant County	$264.16
5/23/2025	Keele	Calcasieu Parish, LA	$109.01
5/25/2025-5/26/2025	Garza/Staudt	Webb County	$618.25
5/27/2025	Marquez	Orange County	$0.00
5/27/2025	Villarreal/Berg	Harris County	$0.00
5/28/2025-5/29/2025	Staudt/Crawford	Big Spring State Hospital (returning def)	$632.10
5/29/2025	Kelley/Keele	Anderson County	$67.40
5/29/2025-5/30/2025	Jackson	TDCJ Hutchins Unit	$178.30
5/30/2025	Lagatella	Montgomery County	$0.00
5/31/2025-6/1/2025	Garcia	Mississippi	$1,344.75
5/31/2025-6/1/2025	Villarreal/Ruiz	Connecticut	$4,392.31
6/1/2025-6/2/2025	Lagatella/Love	North Carolina	$3,641.25
6/2/2025	Marquez/Ruiz	Rains County	$58.35
6/2/2025	Jackson & Crawford	Big Spring St Hosp (returning def)	$499.83
6/3/2025	Kelley/Keele	Harris County	$0.00
6/4/2025	Kelley/Keele	Henderson County	$34.51
6/5/2025	Kelley	TDCJ Coleman Unit	$49.67
6/5/2025	Keele	TDCJ Lychner Unit	$0.00
6/6/2025	Keele	Liberty County	$0.00
6/6/2025	Kelley	Wharton County	$13.92

6/7/2025-6/8/2025	Garza/Staudt	Arkansas	$532.73
6/9/2025	Warrington/Garcia	Brazoria County	$0.00
6/10/2025	Warrington/Garcia	Harris County	$0.00
6/11/2025	Warrington/Garcia	Jefferson County & FDC Beaumont	$4.89
6/11/2025	Jackson	TDCJ Lychner Unit	$0.00
6/12/2025	Warrington	Liberty County	$5.41
6/12/2025	Garcia	Brazos County	$0.00
6/13/2025	Warrington	Brazoria County	$0.00
6/13/2025	Garcia	Leon County	$0.00
6/14/2025-6/15/2025	Garza	Cameron County	$214.10
6/14/2025-6/15/2025	Berg/Garcia	Nebraska	$5,755.71
6/16/2025	Lagatella/Ruiz	Ellis County	$91.91
6/17/2025	Lagatella/Ruiz	Harris County	$0.00
6/18/2025	Lagatella/Ruiz	Brazoria County	$0.00
6/20/2025	Ruiz/Villarreal	Bexar County	$0.00
6/21/2025-6/22/2025	Lagatella	South Carolina	$2,096.72
6/21/2025-6/22/2025	Alvarez/Savage	Indiana	$2,955.72
6/23/2025	Berg/Staudt	TDCJ Luther Unit	$23.23
6/24/2025	Jackson	TDCJ Lychner Unit	$0.00
6/24/2025	Berg/Staudt	Harris County & Brazoria County	$0.00
6/25/2025	Berg/Staudt	Gregg County	$41.25
6/26/2025	Berg/Staudt	Montgomery County	$0.00
6/27/2025	Jackson	TDCJ Walls Unit	$0.00
6/28/2025-6/29/2025	garza	Cameron County	$324.15
6/28/2025-6/29/2025	Staudt/Villarreal	Oregon	$3,551.37
6/29/2025-6/30/2025	Jackson	Hockley County	$221.59
6/30/2025	Marquez	Montgomery County	$0.00
7/1/2025	Marquez/Garza	Harris County	$0.00
7/2/2025	Marquez	Plane State Jail	$0.00
7/2/2025	Jackson	TDCJ Lychner Unit	$0.00
7/3/2025	Marquez/Garza	Brazoria County	$0.00

7/4/2025-7/5/2025	Warrington/Villarreal	Cameron County	$514.41
7/7/2025	Villarreal	Montgomery County	$0.00
7/8/2025	Keele/Villarreal	Harris County	$0.00
7/8/2025-7/9/2025	Jackson	Kaufman County	$317.68
7/9/2025	Villarreal/Keele	Dallas County	$53.33
7/10/2025	Keele/Villarreal	Refugio County	$24.65
7/11/2025	Keele/Villarreal	Bexar County	$49.31
7/12/2025-7/13/2025	Kelley/Warrington	Colorado	$2,834.86
7/13/2025-7/14/2025	Lagatella	California	$2,707.92
7/14/2025	Kelley/Keele	TDCJ Woodman Unit	$29.66
7/15/2025	Kelley/Ruiz	Harris County	$0.00
7/16/2025	Kelley/Ruiz	Fort Bend County	$0.00
7/17/2025	Ruiz/Staudt	TDCJ Hobby Unit	$61.66
7/18/2025	Jackson	TJJD- Giddings Unit	$32.20
7/18/2025	Kelley/Ruiz	Angelina County	$54.34
7/18/2025-7/19/2025	Lagatella	Dallas County	$269.90
7/19/2025-7/20/2025	Ruiz/Villarreal	Colorado	$4,345.60
7/19/2025-7/20/2025	Keele/Garza	Nebraska	$3,170.33
7/21/2025	Wise	Chambers County	$0.00
7/22/2025	Warrington/Villarreal	Harris County	$0.00
7/22/2025	Garza	Polk County	$24.32
7/23/2025	Jackson	Travis County	$35.03
7/23/2025	Garza	Brazoria County	$0.00
7/25/2025	Villarreal	Harris County	$0.00
7/25/2025	Keele	TDCJ Gist Unit	$0.00
7/25/2025	Garza	TDCJ Lychner Unit	$0.00
7/25/2025	Warrington/Staudt	Louisiana	$55.28
7/26/2025-7/27/2025	Villarreal/Garcia	Tennessee	$2,821.09
7/26/2025-7/27/2025	Garza/Jackson	Dallas County	$224.10
7/29/2025	Marquez/Staudt	Harris County	$0.00
7/30/2025	Staudt/Keele	Navarro County	$0.00

8/1/2025	Keele	Collin County	$59.70
8/2/2025-8/3/2025	Berg/Keele	Florida	$3,220.38
8/2/2025-8/3/2025	Staudt/Warrington	Michigan	$3,963.82
8/4/2025	Berg/Garza	Jefferson County	$93.50
8/5/2025	Berg/Garza	Harris County	$0.00
8/6/2025	Jackson	TDCJ Lychner Unit	$0.00
8/6/2025	Berg/Garza	Liberty County & Planes State Jail	$0.00
8/7/2025	Berg/Garza	TDCJ Lychner Unit	$0.00
8/8/2025	Berg/Garza	Brazoria County	$0.00
8/9/2025-8/10/2025	Kelley/Thomas	Virginia	$3,038.28
8/9/2025-8/10/2025	Garza/Staudt	Webb County	$511.68
8/11/2025	Keele/Thomas	Live Oak County	$77.08
8/12/2025	Keele/Thomas	Harris County	$0.00
8/12/2025	Jackson	TDCJ Lychner Unit	$0.00
8/13/2025	Keele/Thomas	Houston County	$42.00
8/14/2025	Keele/Thomas	Bexar County	$62.26
8/14/2025-8/15/2025	Jackson	Tarrant County	$276.69
8/15/2025	Keele/Thomas	TDCJ Bradshaw Unit	$0.00
8/18/2025	Villarreal/Warrington	Montgomery County	$0.00
8/19/2025	Villarreal/Warrington	Harris County	$0.00
8/20/2025	Jackson	Chambers County	$0.00
8/20/2025	Villarreal/Warrington	TDCJ Lychner Unit	$0.00
8/20/2025	Villarreal/Warrington	Brazoria County	$0.00
8/21/2025	Villarreal/Warrington	Hays County	$82.38
8/22/2025	Warrington	TDCJ Planes Unit	$0.00
8/22/2025	Villarreal	TDCJ Lychner Unit	$0.00
8/23/2025-8/24/2025	Garcia/Staudt	Morris County	$414.97
8/25/2025-8/26/2025	Jackson/Long	North Texas State Hospital	$322.58
8/25/2025	Kelley/Garcia	Fort Bend County & Brazoria County	$0.00
8/26/2025	Kelley/Garcia	Harris County	$27.90
8/27/2025	Thomas/Garcia	Williamson County & Travis County	$157.00
8/27/2025-8/28/2025	Pearcy & E. Long	Big Spring State Hospital	$470.91
8/28/2025	Garcia	Liberty County	$0.00

		TOTALS:	**$146,554.39**
		TOTAL YEARLY BUDGET:	$120,000.00
		TOTAL EXPENDITURES TO DATE:	$146,554.39
		REMAINDER:	**-$26,554.39**

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*44.

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

25-178-0915-D
Sheriff's Office - Request transfer from General Fund - Budgeted Reserves to Sheriff's Office Corrections and ISDS - Various Spend Categories to fund personnel adjustments

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	9/8/25 12:42 pm

View Budget Amendment: Budget Amendment: FY2025 - Annual Budget Detail on 09/15/2025 : BAT-0000267

Company	The County of Galveston
Plan Template	Annual Budget Detail : FY25 Amended Budget
Plan	FY25 Amended Budget
Organizing Dimension Type	
Amendment ID	BAT-0000267
Amendment Date	09/15/2025
Description	BA 25-178-0915-D; Request transfer from General Fund - Budgeted Reserves to Sheriff's Office Corrections and ISDS - 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
FY2025 Annual (FY25 Amended Budget)	5155000:Unemployment	211163 Sheriff Services for ISDS	1101 General Fund		Unemployment Compensation			$1.00	$0.00	BA 25-178-0915-D; Request transfer from General Fund - Budgeted Reserves to Sheriff's Office Corrections and ISDS - Various Spend Categories to fund personnel adjustments.	
FY2025 Annual (FY25 Amended Budget)	5154000:Deferred Compensation Plan	211133 Sheriff Corrections	1101 General Fund		Alternate Plan AUL			$68.00	$0.00	BA 25-178-0915-D; Request transfer from General Fund - Budgeted Reserves to Sheriff's Office Corrections and ISDS - Various Spend Categories to fund personnel adjustments.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5153000:Pension	211133 Sheriff Corrections	1101 General Fund		Pension			$103.00	$0.00	BA 25-178-0915-D; Request transfer from General Fund - Budgeted Reserves to Sheriff's Office Corrections and ISDS - Various Spend Categories to fund personnel adjustments.	
FY2025 Annual (FY25 Amended Budget)	5153000:Pension	211163 Sheriff Services for ISDS	1101 General Fund		Pension			$103.00	$0.00	BA 25-178-0915-D; Request transfer from General Fund - Budgeted Reserves to Sheriff's Office Corrections and ISDS - Various Spend Categories to fund personnel adjustments.	
FY2025 Annual (FY25 Amended Budget)	5152000:Payroll Tax Expense	211133 Sheriff Corrections	1101 General Fund		Medicare FICA payments			$13.00	$0.00	BA 25-178-0915-D; Request transfer from General Fund - Budgeted Reserves to Sheriff's Office Corrections and ISDS - Various Spend Categories to fund personnel adjustments.	
FY2025 Annual (FY25 Amended Budget)	5152000:Payroll Tax Expense	211163 Sheriff Services for ISDS	1101 General Fund		Medicare FICA payments			$13.00	$0.00	BA 25-178-0915-D; Request transfer from General Fund - Budgeted Reserves to Sheriff's Office Corrections and ISDS - Various Spend Categories to fund personnel adjustments.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5100000:Salaries and Wages	211133 Sheriff Corrections	1101 General Fund		Salaries and Wages			$862.00	$0.00	BA 25-178-0915-D; Request transfer from General Fund - Budgeted Reserves to Sheriff's Office Corrections and ISDS - Various Spend Categories to fund personnel adjustments.	
FY2025 Annual (FY25 Amended Budget)	5100000:Salaries and Wages	211163 Sheriff Services for ISDS	1101 General Fund		Salaries and Wages			$862.00	$0.00	BA 25-178-0915-D; Request transfer from General Fund - Budgeted Reserves to Sheriff's Office Corrections and ISDS - Various Spend Categories to fund personnel adjustments.	
FY2025 Annual (FY25 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1101 General Fund		Budgeted Reserves			$0.00	$2,094.00	BA 25-178-0915-D; Request transfer from General Fund - Budgeted Reserves to Sheriff's Office Corrections and ISDS - Various Spend Categories to fund personnel adjustments.	
FY2025 Annual (FY25 Amended Budget)	5155000:Unemployment	211133 Sheriff Corrections	1101 General Fund		Unemployment Compensation			$1.00	$0.00	BA 25-178-0915-D; Request transfer from General Fund - Budgeted Reserves to Sheriff's Office Corrections and ISDS - Various Spend Categories to fund personnel adjustments.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5154000:Deferred Compensation Plan	211163 Sheriff Services for ISDS	1101 General Fund		Alternate Plan AUL			$68.00	$0.00	BA 25-178-0915-D; Request transfer from General Fund - Budgeted Reserves to Sheriff's Office Corrections and ISDS - Various Spend Categories to fund personnel adjustments.	

SO-BA_09-15-25.pdf

File Name SO-BA_09-15-25.pdf
Content Type application/pdf
Updated By Gabriela De Los Santos
Upload Date 09/04/2025 09:09:51 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	09/04/2025 09:16:58 AM	09/05/2025	Gabriela De Los Santos	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	09/04/2025 09:35:21 AM	09/06/2025	Clayton Pope (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	09/04/2025 09:59:14 AM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		09/05/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Sent Back	09/04/2025 10:47:20 AM		Kenna Pruitt (Accounting Operations Lead)	1	Send Back Reason from Kenna Pruitt: Please change the spend category from Alternate Plan to Alternate Plan AUL.
Budget Amendment Event	Budget Amendment Event	Submitted	09/04/2025 10:51:59 AM	09/05/2025	Gabriela De Los Santos	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	09/04/2025 10:55:26 AM	09/06/2025	Melencio Villarreal (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	09/04/2025 10:56:13 AM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		09/05/2025		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	Sent Back	09/04/2025 10:59:38 AM		Kenna Pruitt (Accounting Operations Lead)	1	Send Back Reason from Kenna Pruitt: Alternate Plan AUL line needs corrections for the fund and cost center
Budget Amendment Event	Budget Amendment Event	Submitted	09/04/2025 11:35:35 AM	09/05/2025	Gabriela De Los Santos	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	09/04/2025 02:17:21 PM	09/06/2025	Clayton Pope (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	09/04/2025 02:18:50 PM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		09/05/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	09/04/2025 02:26:31 PM		Kenna Pruitt (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	09/04/2025 02:32:36 PM	09/06/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		09/06/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

Department Name:	Fund Cost Center:
Sheriff's Office - Corrections	1101 211133

Position Title	PSN	Current Salary	New Salary	Change in Salary	Comment
Captain Sheriff	P100396	$ 109,695.00	$116,695.00	$7,000.00	Salary Increase
		$ 109,695.00	$116,695.00	$ 7,000.00	

Start Date	8/18/2025
End of Fiscal Year	9/30/2025
Net Work Days	32

Object Code Name	Object Code Account	FY25 Prorated Amounts
Salary	5100000	862.00
County Paid Health Ins Premium	5151000	-
Medicare FICA Payments	5152102	13.00
TCDRS	5153000	103.00
Worker's Compensation	5156000	-
Alternate Plan	5154000	68.00
Unemployment	5155000	1.00
	FY 2025 Fiscal Impact	1,047.00

FY 2026 Fiscal Impact
8,491.00

Department Name:	Fund Cost Center:
Sheriff Services for ISDS	1101 211163

Position Title	PSN	Current Salary	New Salary	Change in Salary	Comment
Captain Sheriff	P100145	$ 109,695.00	$116,695.00	$7,000.00	Salary Increase
		$ 109,695.00	$116,695.00	$ 7,000.00	

Start Date	8/18/2025
End of Fiscal Year	9/30/2025
Net Work Days	32

Object Code Name	Object Code Account	FY25 Prorated Amounts
Salary	5100000	862.00
County Paid Health Ins Premium	5151000	-
Medicare FICA Payments	5152102	13.00
TCDRS	5153000	103.00
Worker's Compensation	5156000	-
Alternate Plan	5154000	68.00
Unemployment	5155000	1.00
	FY 2025 Fiscal Impact	1,047.00

FY 2026 Fiscal Impact
8,491.00

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*45.

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

25-179-0915-E
District Court Administration- Request transfer within District Court Administration - Various Line Items to fund expenses for remainder of the fiscal year

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	9/8/25 12:43 pm

View Budget Amendment: Budget Amendment: FY2025 - Annual Budget Detail on 09/15/2025 : BAT-0000268

Company	The County of Galveston
Plan Template	Annual Budget Detail : FY25 Amended Budget
Plan	FY25 Amended Budget
Organizing Dimension Type	
Amendment ID	BAT-0000268
Amendment Date	09/15/2025
Description	BA 25-179-0915-E; Request transfer within District Court Administration - Various Line Items to fund expenses for remainder of the fiscal year.
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
FY2025 Annual (FY25 Amended Budget)	5431000:Court Related Expenses	121900 District Court Administration	1101 General Fund		Court Reporter Transcript			$0.00	$25,000.00	Request transfer within District Court Administration - Various Line Items to fund expenses for remainder of the fiscal year.	
FY2025 Annual (FY25 Amended Budget)	5431000:Court Related Expenses	121900 District Court Administration	1101 General Fund		Court Reporter			$7,000.00	$0.00	Request transfer within District Court Administration - Various Line Items to fund expenses for remainder of the fiscal year.	
FY2025 Annual (FY25 Amended Budget)	5431000:Court Related Expenses	121900 District Court Administration	1101 General Fund		Court Appointed Capital Cases			$0.00	$200,000.00	Request transfer within District Court Administration - Various Line Items to fund expenses for remainder of the fiscal year.	
FY2025 Annual (FY25 Amended Budget)	5431000:Court Related Expenses	121900 District Court Administration	1101 General Fund		Court Appointed Adult Felony			$225,000.00	$0.00	Request transfer within District Court Administration - Various Line Items to fund expenses for remainder of the fiscal year.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5431000:Court Related Expenses	121900 District Court Administration	1101 General Fund		Relief Judges			$0.00	$8,500.00	Request transfer within District Court Administration - Various Line Items to fund expenses for remainder of the fiscal year.	
FY2025 Annual (FY25 Amended Budget)	5431000:Court Related Expenses	121900 District Court Administration	1101 General Fund		Jury Expenditures			$1,500.00	$0.00	Request transfer within District Court Administration - Various Line Items to fund expenses for remainder of the fiscal year.	

FY25 BA.pdf

File Name FY25 BA.pdf
Content Type application/pdf
Updated By Lee Clemmer
Upload Date 09/04/2025 09:57:07 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	09/04/2025 09:57:07 AM	09/05/2025	Lee Clemmer	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	09/04/2025 10:44:32 AM	09/06/2025	Brandi Reyes (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	09/04/2025 10:48:10 AM		Gabriela De Los Santos (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		09/05/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	09/04/2025 11:05:14 AM		Kenna Pruitt (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	09/04/2025 04:21:14 PM	09/06/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		09/06/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

Spend Category as Worktag	Budget Amount	Actuals YTD (Amount Used)	Balance	Budget Amendment Info	New Estimate balance	
Court Appointed Adult Felony	$ 1,700,000.00	$1,811,475.87	$ (111,475.87)	$ 225,000.00	$ 113,524.13	from acct Capital and transcripts
Court Appointed Adult Felony Appeal	$ 90,000.00	$ 62,531.00	$ 27,469.00			
Court Appointed Adult Misdemeanor	$ 12,000.00	$ 11,075.00	$ 925.00			
Court Appointed Capital Cases	$ 360,000.00	$ 123,970.00	$ 236,030.00	$ (200,000.00)	$ 36,030.00	
Court Appointed Juvenile	$ 4,000.00	$ 225.00	$ 3,775.00			
Court of Appeals Expenditures	$ 50,000.00	$ -	$ 50,000.00			
Court Reporter	$ 30,000.00	$ 32,928.70	$ (2,928.70)	$ 7,000.00	$ 4,071.30	from relief judges
Court Reporter Transcript	$ 150,000.00	$ 93,806.50	$ 56,193.50	$ (25,000.00)	$ 31,193.50	
Expert Witnesses	$ 36,000.00	$ 13,300.00	$ 22,700.00			
Family and Child Protection Expenses	$ 1,200,000.00	$ 462,655.00	$ 737,345.00			
Interpreters	$ 18,000.00	$ 11,205.00	$ 6,795.00			
Investigative Expenditures	$ 47,000.00	$ 31,729.55	$ 15,270.45			
Jury Expenditures	$ 9,000.00	$ 9,243.51	$ (243.51)	$ 1,500.00	$ 1,256.49	from relief judges
Relief Judges	$ 10,000.00	$ 623.68	$ 9,376.32	$ (8,500.00)	$ 876.32	
Totals	**$ 3,716,000.00**	**$2,664,768.81**	**$ 1,051,231.19**	$ -	$ 186,951.74	

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
46.

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

Consideration of approval to award Galveston County Bank Depository Contract

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	9/8/25 10:55 am

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
47.

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

Consideration of awarding ITB 25-042 Inmate Clothing & Supplies

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	9/3/25 10:54 am

THE COUNTY OF GALVESTON

VERONICA VAN HORN
INTERIM PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor, Purchasing
GALVESTON, TEXAS 77550
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

September 15, 2025

Honorable County Judge
Honorable County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

RE: ITB 25-042, Inmate Clothing & Supplies Contract #217536

Gentlemen,

On May 16, 2025, bids were opened for ITB 25-042, Inmate Clothing & Supplies. Seven (7) bids were received from the following companies:

• Acme Supply Co., Ltd.	Glen Cove, NY
• Bob Barker Company, Inc.	Fuquay Varina, NC
• Charm-Tex, Inc.	Brooklyn, NY
• Mini Wings, USA	P.V.E., CA
• ALT Products and Solutions, LLC	Kemah, TX
• ICS Jail Supplies, Inc.	Waco, TX
• Victory Supply, LLC	Mount Pleasant, TN

It is requested that you award this bid as follows:

Section I – Bedding	Bob Barker
Section II – Work Pants -	Bob Barker
Section III – Recreational Clothing –	Bob Barker
Section IV – Undergarments –	Victory Supply
Section V – Footwear –	Bob Barker
Section VI – Towels and Linens –	Bob Barker

Section VII – Laundry Items and Accessories – Charm-Tex

Section VIII – Jumpsuits (Juvenile Justice) – Victory Supply

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Veronica Van Horn

Veronica Van Horn
Interim Purchasing Agent

Galveston County Sheriff's Office

Jimmy Fullen, Sheriff

08/22/2025

To: Captain Jennifer Cagnon / Captain Travis Hall

Re: Inmate Clothing and Supplies Contract ITB-042

Good afternoon,

A review committee consisting of Lt. Kevin Kim, Sgt. Anthony Miranda, Sgt. Sean King and I reviewed the 2025 Inmate Clothing and Supplies Contract #ITB-042. Based on our findings below, we highly recommend Bob Barker to be awarded the following: Section I Bedding; Section II Jumpsuits; Section V Footwear; and, Section VI Towels and Linens. This recommendation comes from an overall price savings over the other four vendors which include: Charm-Tex; Victory; Alt; and, ICS.

Based on our findings below, we highly recommend Charm-Tex to be awarded Section VII Laundry Items. This recommendation is due to Charm-Tex having the lowest price on this line item over the other four vendors.

Based on "per 1,000" for blankets, bedrolls, jumpsuits, bath towels, wash clothes and "per 500" blue canvas shoes and sandals:

Bob Barker	- $41,105
Victory	- $45,225
Charm-Tex	- $46,360
Alt	- incomplete bid
ICS	- incomplete bid

Based on "per 250" for laundry bags:

Charm-Tex	- $27,900
Victory	- $33,700

Galveston County Sheriff's Office

Jimmy Fullen, Sheriff

Bob Barker	- $34,160
Alt	- did not offer
ICS	- $57,500

Sincerely,

Lt. Cody Schlageter

Courtesy, Protection, Service

601 54th Street • Suite 2100 • Galveston, Texas 77551 • 409-766-2300

Galveston County Sheriff's Office

Jimmy Fullen, Sheriff

August 25, 2025

Re: Inmate Clothing and Supplies Contract

ITB-042

Ms. Veronica Van Horn,

Based on the bidding process for Inmate Clothing and Supplies, we are requesting the following companies be awarded contracts in the categories below:

Section I Bedding – Bob Barker

Section II Jumpsuits – Bob Barker

Section III Recreational Clothing – not used

Section IV Undergarments – not used

Section V Footwear – Bob Barker

Section VI Towels and Linens – Bob Barker

Section VII Laundry Items – Charm-Tex

Section VIII – N/A

Sincerely,

Sheriff Jimmy Fullen

Courtesy, Protection, Service

601 54th Street • Suite 2100 • Galveston, Texas 77551 • 409-766-2300

Dickey, Tammy

From: Watson, Dink
Sent: Wednesday, August 27, 2025 1:07 PM
To: Dickey, Tammy
Cc: Watson, Glen; Lira, Victoria; Lopez, Betsaida
Subject: RE: Contract Renewal Documents

After review of all bids submitted for the 2025–2026 Inmate Clothing and Supplies Contract (#ITB-042), the Juvenile Justice Department concurs with the Sheriff's Department in recommending an overall award to **Bob Barker Company, Inc** for the shared categories listed below.

Additionally, both departments agree that **Section VII (Laundry Items)** should be awarded to **Charm-Tex**, as they submitted the lowest responsive bid for this category.

The Juvenile Justice Department also recommends awarding **Section IV** and **Section VIII** to **Victory Supply LLC**, as they submitted the lowest responsive bids for these categories.

Please refer to the breakdown below for the Juvenile Justice Department's recommended awards by category.

Section I Bedding –> Bob Barker (Juvenile/Sheriff)
Section II Work Pants/Jumpsuits –> Bob Barker (Juvenile/Sheriff)
Section III Recreation Clothing –> Bob Barker (Juvenile Only)
Section IV Undergarments –> Victory LLC (Juvenile Only)
Section V Footwear –> Bob Barker (Juvenile/Sheriff)
Section VI Towels and Linens –> Bob Barker (Juvenile/Sheriff)
Section VII Laundry Items & Accessories –> Charm-Tex (Juvenile/Sheriff)
Section VIII Jumpsuits –> Victory LLC (Juvenile Only)

Regards,

Dink T. Watson
Deputy Director of Detention
Galveston County Juvenile Justice
Phone: 409-770-5935
Fax: 409-765-3109

INMATE CLOTHNG AND SUPPLIES
GALVESTON COUNTY, TEXAS

SECTION TOTAL BID FORM

VENDOR NAME: Bob Barker Company, Inc.

SECTION	TOTAL AMOUNT
Section I – Bedding, line items 1 –4	$8,133.66
Section II – Work pants and Jumpsuits, line items 5- 21	$89,199.13
Section III – Recreational Clothing, line items 22-36	$2,450.88
Section IV – Undergarments, line items 37-56	$2,162.52
Section V – Footwear, line items 57-79	$119,058.00
Section VI – Towels and Linens, line items 80-81	$5,963.00
Section VII – Laundry Items and Accessories, line item 82	$409.92
Section VIII – Jumpsuits (Juvenile Justice) 83-92	$1,328.28

ITB 25-042
OPEN: 05/16/2025
2:00 PM

INMATE CLOTHNG AND SUPPLIES
GALVESTON COUNTY, TEXAS

SECTION TOTAL BID FORM

VENDOR NAME: Charm-Tex

SECTION	TOTAL AMOUNT
Section I – Bedding, line items 1 –4	$9,715.76
Section II – Work pants and Jumpsuits, line items 5- 21	$80,833.66
Section III – Recreational Clothing, line items 22-36	$3,622.28
Section IV – Undergarments, line items 37-56	$4,342.28
Section V – Footwear, line items 57-79	$180,283.20
Section VI – Towels and Linens, line items 80-81	$6,713-
Section VII – Laundry Items and Accessories, line item 82	$334.80
Section VIII – Jumpsuits (Juvenile Justice) 83-92	$1,475.40

INMATE CLOTHNG AND SUPPLIES
GALVESTON COUNTY, TEXAS

SECTION TOTAL BID FORM

VENDOR NAME: Victory Supply LLC

SECTION	TOTAL AMOUNT
Section I – Bedding, line items 1 –4	$11,169.62
Section II – Work pants and Jumpsuits, line items 5- 21	$80,382.63
Section III – Recreational Clothing, line items 22-36	$2,802.92
Section IV – Undergarments, line items 37-56	$2,136.76
Section V – Footwear, line items 57-79	$122,314.80
Section VI – Towels and Linens, line items 80-81	$5,891.00
Section VII – Laundry Items and Accessories, line item 82	$404.40
Section VIII – Jumpsuits (Juvenile Justice) 83-92	$1,264.20

INMATE CLOTHNG AND SUPPLIES
GALVESTON COUNTY, TEXAS

SECTION TOTAL BID FORM

VENDOR NAME: ICS JAIL SUPPLIES, INC.

SECTION	TOTAL AMOUNT
Section I – Bedding, line items 1 –4	13,310.60
Section II – Work pants and Jumpsuits, line items 5- 21	115,174.24
Section III – Recreational Clothing, line items 22-36	5,538.64
Section IV – Undergarments, line items 37-56	3,327.56
Section V – Footwear, line items 57-79	NO BID
Section VI – Towels and Linens, line items 80-81	8,725.00
Section VII – Laundry Items and Accessories, line item 82	1,090.00
Section VIII – Jumpsuits (Juvenile Justice) 83-92	2,271.56

ICS JAIL SUPPLIES, INC.
P.O. Box 51658
Phone: 318-425-7299
Fax: 318-425-7299
Bid Contact: Jeff Cox

INMATE CLOTHNG AND SUPPLIES
GALVESTON COUNTY, TEXAS

SECTION TOTAL BID FORM

VENDOR NAME: MINI WING USA

SECTION	TOTAL AMOUNT
Section I – Bedding, line items 1 –4	$ 10750
Section II – Work pants and Jumpsuits, line items 5- 21	$ 77,978.25
Section III – Recreational Clothing, line items 22-36	$ 2888.20
Section IV – Undergarments, line items 37-56	$ 3,995.50
Section V – Footwear, line items 57-79	$ 102,291.80
Section VI – Towels and Linens, line items 80-81	$ 7,325
Section VII – Laundry Items and Accessories, line item 82	$ 1,152
Section VIII – Jumpsuits (Juvenile Justice) 83-92	$ 2,026 —

INMATE CLOTHNG AND SUPPLIES
GALVESTON COUNTY, TEXAS

SECTION TOTAL BID FORM

VENDOR NAME: ACME SUPPLY CO., LTD

SECTION	TOTAL AMOUNT
Section I – Bedding, line items 1 –4	$9,454
Section II – Work pants and Jumpsuits, line items 5- 21	$74,190
Section III – Recreational Clothing, line items 22-36	NO BID
Section IV – Undergarments, line items 37-56	$2,458
Section V – Footwear, line items 57-79	NO BID
Section VI – Towels and Linens, line items 80-81	$4,915
Section VII – Laundry Items and Accessories, line item 82	NO BID
Section VIII – Jumpsuits (Juvenile Justice) 83-92	$1,290

INMATE CLOTHNG AND SUPPLIES
GALVESTON COUNTY, TEXAS

SECTION TOTAL BID FORM

VENDOR NAME: ALT Products and Solutions LLC

Tariff Price Adjustment Statement

All prices quoted by ALT Products and Solutions in this bid are subject to adjustment in the event of changes in tariffs, duties, or similar trade restrictions imposed by the executive branch of the United States government after the date of bid submission. If such changes result in increased costs of goods or materials necessary for contract performance, ALT Products and Solutions reserves the right to adjust the contract price accordingly. Documentation of any tariff-related cost increase will be provided upon request, and price adjustments will be limited to the actual increase in costs attributable to such tariffs.

This provision is intended to protect both parties from the financial impact of sudden or unforeseeable tariff actions and ensures continued performance under the contract.

SECTION	TOTAL AMOUNT
Section I – Bedding, line items 1 –4	$7,000.00
Section II – Work pants and Jumpsuits, line items 5- 21	$81,024.50
Section III – Recreational Clothing, line items 22-36	
Section IV – Undergarments, line items 37-56	
Section V – Footwear, line items 57-79	$160,339.00
Section VI – Towels and Linens, line items 80-81	$235.00
Section VII – Laundry Items and Accessories, line item 82	
Section VIII – Jumpsuits (Juvenile Justice) 83-92	

SPECIAL PROVISIONS

INVITATION TO BID
INMATE CLOTHING & SUPPLIES
GALVESTON COUNTY, TEXAS

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SPECIAL PROVISIONS

INVITATION TO BID
INMATE CLOTHING & SUPPLIES
GALVESTON COUNTY, TEXAS

The General Provisions and the Special Provisions of this Invitation to Bid and the Exhibits attached hereto are made a part of this agreement between the Parties. In the event of a conflict between the General Provisions and the Special Provisions, the terms of the Special Provisions shall control.

***The Galveston County Purchasing Department utilized Bonfire Interactive to distribute and receive bids and proposals in an electronic format via an online portal.** Potential Bidders must register through the online portal to participate electronically.

"Walk-in" or "mailed-in" proposal submittals are still allowed, however, **Bidders are strongly encouraged to submit their proposals online via Galveston County's e-Procurement Portal located at https://galvestoncountytx.bonfirehub.com/.**

Please see Item D, SUBMISSION INSTRUCTIONS, for further details.

A. PURPOSE

The County of Galveston is seeking a vendor or vendors to supply inmate clothing and supplies for various departments within the County.

B. DEFINITIONS (As mentioned in FAR Subpart 52.2 – Text of Provisions and Clauses)

52.202-1 Definitions.

Definitions (Nov 2013)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless—

(a) The solicitation, or amended solicitation, provides a different definition;
(b) The contracting parties agree to a different definition;
(c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
(d) The word or term is defined in FAR Part 31, for use in the cost principles and procedures

C. PROCUREMENT TIMELINE

A timeline for this solicitation and initial process is included below. Galveston County reserves the right to change these dates and will notify Bidders of any changes:

Advertise Solicitation (first date of publication)	Thursday, April 17, 2025
Advertise Solicitation (second date of publication)	Thursday, April 24, 2025
Questions Deadline	**Thursday, May 1, 2025 by 5:00 PM CST**
Submission Deadline / Bid Opening	**Friday, May 16, 2025 at 2:00 PM CST**

Interested parties may attend the Friday, May 16, 2025, at 2:00 PM CST bid opening virtually by using the following link:

https://galvestoncountytx.webex.com/galvestoncountytx/j.php?MTID=m598519d33a479989f9eeccee3058326f

SPECIAL PROVISIONS

INVITATION TO BID
INMATE CLOTHING & SUPPLIES
GALVESTON COUNTY, TEXAS

Join by meeting number Meeting number (access code): 2481 273 6907

Meeting password: 25-042 (250042 when dialing from a video system)

Tap to join from a mobile device (attendees only)
+1-415-655-0001,,24812736907## US Toll

Join by phone +1-415-655-0001 US Toll
Global call-in numbers

Join from a video system or application
Dial 24812736907@galvestoncountytx.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

D. SUBMISSION INSTRUCTIONS

Galveston County Purchasing Department utilizes Bonfire Interactive to distribute and receive bids and proposals in an electronic format via an online portal. Potential Bidders must register through the online portal to participate electronically. "Walk-in" or "mailed-in" proposal submittals are still allowed, however, **Bidders are strongly encouraged to submit their proposals online via Galveston County's e-Procurement Portal located at https://galvestoncountytx.bonfirehub.com/.**

Registration is currently open and free to the public. Once registered, suppliers will receive automatic email notifications of project opportunities based on the NIGP commodity codes selected by the vendor. Potential Bidders should visit the link below and click on the New Vendor Registration tab to register your business:
https://vendorsupport.gobonfire.com/hc/en-us/articles/15646869029783-Vendor-Registration

There is no cost to register as a vendor.

INSTRUCTIONS FOR "WALK-IN" SUBMITTALS ONLY

One (1) unbound single-sided original and two (2) single-sided copies of the requested bid submittals must be submitted no later than **2:00 PM CST**, on **Friday, May 16, 2025 to:**

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston
722 Moody Avenue (21st Street), Fifth (5th) Floor
Galveston, TX 77550

The timestamp clock located in the Purchasing Agent's office shall serve as the official timekeeping piece for this solicitation process. Any Bids received after **2:00 PM CST** on the specified date will be returned unopened.

Specifications can be obtained at the office of the Galveston County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, or by visiting the Galveston County website @ http://www.galvestoncountytx.gov/county-offices/purchasing.

SPECIAL PROVISIONS

INVITATION TO BID
INMATE CLOTHING & SUPPLIES
GALVESTON COUNTY, TEXAS

E. BID SURETY
A surety/bid bond ***is not a requirement*** of this solicitation.

F. PERFORMANCE AND PAYMENT BONDS
Performance and Payment Bonds ***are not requirements*** of this solicitation.

G. BEST AND FINAL OFFERS (BAFO)
The Best and Final Offer process ***is not applicable*** to this solicitation.

H. DAVIS-BACON WAGE RATES
Davis-Bacon Wage Rates ***are not requirements*** of this solicitation.

I. PERSONNEL TO CONTACT
Bidders desiring an explanation or interpretation relative to this solicitation must request it in writing. Oral explanations or instructions will not be binding. Any information given to a Bidder, which in the opinion of the County affects all Bidders or would be prejudicial to other Bidders if not communicated, shall be furnished to all Bidders as an addendum to the solicitation. Bidders **must** direct all inquiries to the following:

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
722 21st Street (Moody)
Galveston, Texas 77550
e-mail: purchasing.bids@co.galveston.tx.us

Bidders must e-mail their requests (with the subject line **"ITB 25-042 Inmate Clothing & Supplies– Questions"**) for additional information and/or clarification to the address listed above. The request must include the Bidder's name and the solicitation number and title.

Any request for additional information or clarification must be received in writing no later than ten (10) calendar days prior to the solicitation due date. Late requests or those not delivered to the proper address may not receive a reply. Bidders shall not attempt to contact the County by any other means. The Purchasing Agent shall post the answers on the County website from the procurement web page and via addendum.

The County will issue responses to inquiries and any other corrections or amendments, it deems necessary, in the form of a written addendum, issued prior to the solicitation Submission Deadline / Solicitation Opening date. The County, at its sole discretion, may not issue a response to an RFI submittal. Bidders should not rely on any oral or written representations, statements, or explanations, other than those made in this solicitation or in any written addendum to this solicitation. Where there appears to be conflict between the solicitation and any issued addenda, the last addendum issued will prevail.

Addenda will be posted and made available on the County's procurement web page. **It is the Bidder's sole responsibility to ensure receipt of all addenda prior to submitting its response.**

All Bidders should check the County's procurement web page for all addenda prior to submitting a response.

The County's procurement web page is located at http://www.galvestoncountytx.gov/county-offices/purchasing

SPECIAL PROVISIONS

INVITATION TO BID
INMATE CLOTHING & SUPPLIES
GALVESTON COUNTY, TEXAS

Bidders who submit inquiries *after* the deadline date for receipt of questions indicated on the Procurement Timeline, risk that its response in the procurement will not be responsive or competitive because the County is not able to respond before the solicitation receipt date or in sufficient time for the Bidder to prepare a responsive or competitive submittal.

All questions and responses as posted on the County website pertaining to this solicitation are considered an addendum to, and part of, this solicitation. Each Bidder shall be responsible to monitor the County website for new or revised solicitation information. The County shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the solicitation or formally issued as an addendum by the Purchasing Agent.

J. PROGRAM ADMINISTRATION & CONTRACT MANAGEMENT

The Program Administrator/Contract Manager that will manage the work to be performed under the resultant contract for the purpose of this solicitation is:

Capt. Jennifer Cagnon
Galveston County Corrections Department
601 54th Street
Galveston, TX 77551

Glen Watson
Galveston County Juvenile Justice Department
6101 Attwater Avenue
Texas City, TX 77590

The Galveston County Commissioners' Court, and/or authorized designees will be responsible for negotiating with the successful Vendor the scope of work, the standards of performance, the specific technology provided, and the support services required for the proposed projects. All contractual amendments will be processed in accordance with Galveston County Purchasing Policies. Amendments will also be brought to Galveston County Commissioners Court for approval as deemed necessary. The approval process serves to ensure the project technology and/or service is within the scope of the resultant contract, that pricing meets the agreed-upon pricing methodology as specified in the contract, and that funds are available.

K. REQUIREMENTS OF INVITATION TO BID

Bidder shall provide one (1) unbound single- sided original and two (2) single sided hard copies of its response, to the Purchasing Agent on or before the submission deadline specified herein. Font size no smaller than font size 11. Except that organizational charts, other graphics, and footers may be as small as font size 9.

Bidders shall clearly indicate which project or projects are being submitted for consideration in their cover letter.

L. INSURANCE

Bidder must submit, with its response, a current certificate of insurance evidencing coverage in the amounts specified below or greater. In lieu of submitting a certificate of insurance, Bidders may submit a notarized statement from an insurance company authorized to conduct business in the State of Texas guaranteeing that Bidder has such insurance. Provided however, that successful Bidder(s) shall be required to provide a current certificate of insurance to the Galveston County Purchasing Agent's Office before Bidder commences any work hereunder. **Insurance shall be placed with insurers having an A.M. Best's rating of no less than A.** Such insurance must be issued by a casualty company authorized to do business in the State of Texas and in standard form approved by the Board of Insurance

SPECIAL PROVISIONS

INVITATION TO BID
INMATE CLOTHING & SUPPLIES
GALVESTON COUNTY, TEXAS

Commissioners of the State of Texas, with coverage provisions ensuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.
Galveston County shall be listed as an additional insured on each policy and all certificates of insurance and Contractor shall provide Galveston County with no less than thirty (30) calendar days prior notice of any changes to the policy during the contractual period.
Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) calendar days of the execution of this Agreement as written proof of such insurance and further provided that Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required herein, provided written proof as required herein, and received written notice to proceed issued from the County Purchasing Agent. **Failure to provide such evidence of insurance within the ten (10) calendar day period shall constitute an event of default.**

Workers' Compensation Insurance. Bidder shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all its employees, including but not limited to full time, part time, and emergency employees employed by the Contractor.

Commercial General Liability. Bidder shall carry in full force commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the aggregate. The Policy shall, minimally, cover liability for bodily injury, personal injury, and property damage.

Business Automobile Liability. Bidder shall carry in full force business automobile liability coverage with a combined bodily injury/property damage limit of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

Subrogation Waiver. Contractor and Contractor's insurance carrier shall waive any and all rights to subrogation against Galveston County in regard to any suit or claim arising out of personal injury or property damage resulting from Contractor's performance under this Agreement.

M. SPECIFICATIONS

The quantities as shown on the specification and bid sheet are approximate. Galveston County does not guarantee any minimum or maximum purchase and will pay for those items actually ordered and delivered. Any mention of name brands is strictly for reference and vendor is to supply equivalent product.

SPECIAL NOTE: All vendors shall complete the Line-Item Detail Sheets, (line items numbered 0001 through 0122) for all items to be considered for award. In addition, all vendors are to complete two (2) Bid Forms (Section Total Bid Form and Company Information Bid Form) included in this solicitation package.

Please disregard the catalog number columns referenced on the bid sheets.

This bid is divided into eight (8) sections:

Section I – Bedding, line items 1 – 4.

Section II – Work Pants and Jumpsuits, line items 5- 21

Section III – Recreational Clothing, line items 22 –36

Section IV – Undergarments, line items 37 –56

SPECIAL PROVISIONS

INVITATION TO BID
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GALVESTON COUNTY, TEXAS

Section V – Footwear, line items 57-79

Section VI – Towels and Linens, line items 80-81

Section VII – Laundry Items and Accessories, line item 82

Section VIII –Jumpsuits (Juvenile Justice) line items 83-92

Separate awards may be made for each section; however, all sections may be awarded to one (1) vendor.

Successful bidder shall maintain adequate stock to avoid back orders.

Galveston County will place orders on an as needed basis and each order must be accompanied by a purchase order number. This number MUST be shown on all packing slips and invoices.

Prices shall include all charges for freight and inside delivery. Delivery will be F.O.B. to the following addresses:

Galveston County Jail
601 54th Street
Galveston, Texas 77551

and

Jerry Esmond Juvenile Justice Center
6101 Attwater Avenue,
Texas City, Texas 77590

SPECIAL NOTE: ANY REFERENCES TO NAME BRANDS ARE FOR BIDDING PURPOSES ONLY AND ARE ONLY MEANT TO DESCRIBE THE LEVEL AND QUALITY OF PRODUCT PREFERRED BY THE COUNTY. SUPPLIED PRODUCTS MUST MEET OR EXCEED THE SPECIFICATIONS LISTED HEREIN TO BE CONSIDERED FOR CONTRACT AWARD.

N. AWARDED PRICES

Any unit prices submitted by the Bidder shall include all costs to the County, including the material, delivery, current freight rate, state tax, or any other cost.

Award prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Awardee is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Awardee shall indemnify and save harmless the County, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment, or process, to be performed under the contract, and shall indemnify the County its officers, agents, and employees for any costs, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of the work.

SPECIAL PROVISIONS

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O. INVOICES

Invoices must be itemized indicating all materials and supplies used. Invoices must be submitted to the:

Galveston County Auditor's Office
Attn: Accounts Payable
P.O. Box 1418
Galveston, Texas 77553

Failure to submit invoices to the above address or failure to include the Purchase Order Number will result in delay in payment.

Contractor must accept purchase order numbers for specified supplies, equipment, and/or services. Contractor shall not perform any work or release any supplies and/or equipment to any authorized representative of the County of Galveston unless a valid purchase order number issued by the office of the Galveston County Purchasing Agent accompanies the order or if vendor can comply with the provision as stated in the General Provisions, page 5, item 13, Procurement Card Program.
Payment for any items issued without prior receipt of a valid purchase order number may become the sole responsibility of the successful contractor.

P. EXCEPTIONS

Any exceptions to Bid conditions should be listed on a separated sheet of paper, attached to Bid submittals and submitted with Bid at the specified date and time of Bid opening.

SPECIAL PROVISIONS

INVITATION TO BID
INMATE CLOTHING & SUPPLIES
GALVESTON COUNTY, TEXAS

Q. REQUIRED DOCUMENTS CHECKLIST

By signing below, the vendor does hereby attest that it has fully read the instructions, conditions, and general and special provisions and understands them. **Proposer shall return this checklist with completed submittal.**

THE COMPANY OF: _____

ADDRESS: _____

_____

The following documents shall be returned or confirmed with an "X" with solicitation submittals. Failure to do so may be ample cause for rejection of submittal and deemed as non-responsive. It is the responsibility of the Bidder to ensure that Bidder has received all addenda.

Items:	**Confirmed (X):**
1. Required Documents Checklist (this page)	_____
2. Addenda Acknowledgement (if any)	#1_____ #2_____ #3_____ #4_____
3. One (1) original, two (2) copies of submittal	_____
4. ATTACHMENT A - Vendor Qualification Packet	_____
5. ATTACHMENT B - Certification Reg. Debarment, Suspension, and Other Ineligibility	_____
6. ATTACHMENT C - Certification Regarding Lobbying Form	_____
7. ATTACHMENT D - Non-Collusion Affidavit	_____
8. ATTACHMENT E - Prohibition on Contracts with Companies Boycotting Israel	_____
9. ATTACHMENT F - Prohibition on Contracts with Certain Companies	_____
10. ATTACHMENT G - Information for Notice	_____
11. ATTACHMENT H - References	_____
12. Section Total Bid Form	_____
13. Line-Item Detail Sheet	_____
14. Three (3) signed Contracts (included)	_____

Person to contact regarding this qualification: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

Name of person authorized to bid the Firm: _____

Signature: _____ Date: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
48.

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

Contract Approval Request Form

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

Date of Request: 9/3/2025
Contract Type: Expense
Renewal Contract: No
Department Name: Juvenile Justice
Department Contact: Glen R. Watson
Description: Inmate Clothing and Supplies

7) **PEID No: 720689**
8) **Req No: N/A**
9) **Orgkey: 1202-256118**
10) **Object Code: 5312100**
11) **Vendor: Victory Supply**
12) **Vendor Contract No: N/A**

Expenditure Budget/Revenue Projections

13) **Fund Name: Juvenile Justice Fund**
14) **Fund #: 1202**
15) **Current Year Budgeted: $9,000**
16) **Current Year Projected: $9,000**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals: $9,000**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 9/15/2025
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 9/14/2026
26) **Contract # Issued by Purchasing Department: 217536**

NOTES: HB1295 TO BE REQUESTED

Approval History

Seq #	Approver	Action	Action Date
1	Glen Watson	Approve	9/4/25 11:34 am
2	Melissa Fleming	Approve	9/4/25 2:58 pm
3	Veronica Van Horn	Approve	9/4/25 4:14 pm
4	Diana Huallpa	Approve	9/4/25 4:37 pm
5	Sergio Cruz	Approve	9/4/25 5:05 pm
6	Veronica Van Horn	Approve	9/4/25 6:12 pm

State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

Contract Number: **CM217536**

Invitation to Bid Number: **ITB #25-042, Inmate Clothing & Supplies**

Term of Contract: **One (1) year with two (2) one (1) year extensions**

Initial term (Services): Beginning date of the Contract will be **September 15, 2025.** The Contract will terminate on **September 14, 2026.**

Term of Completion (Construction or other time-specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

Renewal Options: (if applicable):

Year One:	Yes (X) No ( )
Year Two:	Yes (X) No ( )
Year Three:	Yes ( ) No (X)
Year Four:	Yes ( ) No (X)

Contractor: **Victory Supply LLC**

Awarded as to addendum(s) (if applicable):

Addendum No. 1: ( ) yes ( ) no ( ) n.a.
Addendum No. 2: ( ) yes ( ) no ( ) n.a.
Addendum No. 3: ( ) yes ( ) no ( ) n.a.

Payment Bond Required: ( ) yes (X)no

Performance Bond Required: ( ) yes (X) no

Notice to be Given to:

Galveston County:

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

Victory Supply LLC
7025 Industrial Park Rd
Mount Pleasant, TN 38474

County and Contractor agree as follows:

1. **Parts of Contract**: Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

2. **Contractor Responsibilities**: Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

3. **Payment for Services**: The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.

4. **Independent Contractor**: None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

5. **Employment Taxes**: Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

6. **Initial Term and Options to Renew**: The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

7. **Cancellation**: County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

8. **Covenant Against Contingent Fees**: Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or continent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. **Subcontracting or Assignment**: Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

10. **Novation and Change of Name Agreements**: Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

11. **Force Majeure**: In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

12. **Entirety of Agreement and Modification**: This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

13. **Severability**. If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

14. **Validity/Enforceability**: If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

15. **Governing Law**: This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16. **Benefit**: This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17. **Authority to Bind**: The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

18. **Immunity Retained**: The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

19. **Meaning of Words**: Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20. **Public Information Act**: the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21. **Headings**: The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the 27th day of August, 2025.

Contractor:

Victory Supply LLC

By: Evan Trommer, Owner

Date: 8/27/2025

Galveston County

By:

Date:

Mark A. Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

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By: Evan Trommer, Owner

Date: 8/27/2025

Galveston County

By:

Date:

Mark A. Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

THE COUNTY OF GALVESTON

VERONICA VAN HORN
INTERIM PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor, Purchasing
GALVESTON, TEXAS 77550
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

September 15, 2025

Honorable County Judge
Honorable County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

RE: ITB 25-042, Inmate Clothing & Supplies Contract #217536

Gentlemen,

On May 16, 2025, bids were opened for ITB 25-042, Inmate Clothing & Supplies. Seven (7) bids were received from the following companies:

• Acme Supply Co., Ltd.	Glen Cove, NY
• Bob Barker Company, Inc.	Fuquay Varina, NC
• Charm-Tex, Inc.	Brooklyn, NY
• Mini Wings, USA	P.V.E., CA
• ALT Products and Solutions, LLC	Kemah, TX
• ICS Jail Supplies, Inc.	Waco, TX
• Victory Supply, LLC	Mount Pleasant, TN

It is requested that you award this bid as follows:

Section I – Bedding	Bob Barker
Section II – Work Pants -	Bob Barker
Section III – Recreational Clothing –	Bob Barker
Section IV – Undergarments –	Victory Supply
Section V – Footwear –	Bob Barker
Section VI – Towels and Linens –	Bob Barker

Section VII – Laundry Items and Accessories – Charm-Tex

Section VIII – Jumpsuits (Juvenile Justice) – Victory Supply

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Veronica Van Horn
Interim Purchasing Agent

Dickey, Tammy

From: Watson, Dink
Sent: Wednesday, August 27, 2025 1:07 PM
To: Dickey, Tammy
Cc: Watson, Glen; Lira, Victoria; Lopez, Betsaida
Subject: RE: Contract Renewal Documents

After review of all bids submitted for the 2025–2026 Inmate Clothing and Supplies Contract (#ITB-042), the Juvenile Justice Department concurs with the Sheriff's Department in recommending an overall award to **Bob Barker Company, Inc** for the shared categories listed below.

Additionally, both departments agree that **Section VII (Laundry Items)** should be awarded to **Charm-Tex**, as they submitted the lowest responsive bid for this category.

The Juvenile Justice Department also recommends awarding **Section IV** and **Section VIII** to **Victory Supply LLC**, as they submitted the lowest responsive bids for these categories.

Please refer to the breakdown below for the Juvenile Justice Department's recommended awards by category.

Section I Bedding –> Bob Barker (Juvenile/Sheriff)
Section II Work Pants/Jumpsuits –> Bob Barker (Juvenile/Sheriff)
Section III Recreation Clothing –> Bob Barker (Juvenile Only)
Section IV Undergarments –> Victory LLC (Juvenile Only)
Section V Footwear –> Bob Barker (Juvenile/Sheriff)
Section VI Towels and Linens –> Bob Barker (Juvenile/Sheriff)
Section VII Laundry Items & Accessories –> Charm-Tex (Juvenile/Sheriff)
Section VIII Jumpsuits –> Victory LLC (Juvenile Only)

Regards,

Dink T. Watson
Deputy Director of Detention
Galveston County Juvenile Justice
Phone: 409-770-5935
Fax: 409-765-3109

GALVESTON COUNTY
PURCHASING DEPARTMENT

INVITATION TO BID

ITB 25-042

INMATE CLOTHING & SUPPLIES

BID DUE DATE: 05/16/2025

2:00 PM CST

Rufus Crowder, CPPO, CPPB
Purchasing Agent
Galveston County
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5372

INVITATION TO BID

INMATE CLOTHING & SUPPLIES

GALVESTON COUNTY, TEXAS

The Galveston County Purchasing Department utilizes Bonfire Interactive to distribute and receive bids and proposals in an electronic format via an online portal. Potential Bidders must register through the online portal to participate electronically.

"Walk-in" or "mailed-in" proposal submittals are still allowed, however, **Bidders are strongly encouraged to submit their proposals online via Galveston County's e-Procurement Portal located at https://galvestoncountytx.bonfirehub.com/.**

Purpose:
The County of Galveston is seeking a vendor or vendors to supply inmate clothing and supplies for various departments within the County.

Submittal Instructions:
Sealed bids in **sets of three (3), one (1) single-sided unbound original and two (2) single-sided copies** will be received in the office of the County Purchasing Agent until **2:00 PM, CST, on Friday, May 16, 2025,** and opened immediately in that office in the presence of the Galveston County Auditor and the Purchasing Agent. Sealed bids are to be delivered to Rufus G. Crowder, CPPO CPPB, Galveston County Purchasing Agent at the Galveston County Courthouse, 722 Moody (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, (409) 770-5372.

The timestamp clock located in the Purchasing Agent's office shall serve as the official timekeeping piece for this solicitation process. Any bid received after 2:00 PM CST on the specified date will be returned unopened.

All bids must be marked on the outside of the envelope:
ITB 25-042, Inmate Clothing & Supplies

Bidders name, return address, and the enclosed label should be prominently displayed on the bid package for identification purposes.

Procurement Timeline:
A timeline for this ITB and initial process is included below. Galveston County reserves the right to amend these dates and will notify proposers of any changes via an addendum posted on the County's Purchasing Department's website.

• Advertise Solicitation (first date of publication)	Thursday, April 17, 2025
• Advertise Solicitation (second date of publication)	Thursday, April 24, 2025
• **Questions Deadline**	**Thursday, May 1, 2025 by 5:00 PM**
• **Submission Deadline/Bid Opening**	**Friday, May 16, 2025 at 2:00 PM**

Virtual Bid Opening
Interested parties may attend the Friday, May 16, 2025 at 2:00 PM bid opening virtually by using the following link:

https://galvestoncountytx.webex.com/galvestoncountytx/j.php?MTID=m598519d33a479989f9eeccee3058326f

Plans and Specifications:
Specifications can be obtained at the office of the Galveston County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, or by visiting the Galveston County website @ http://www.galvestoncountytx.gov/county-offices/purchasing

Pricing:
Submitted prices, if required and applicable, shall be either lump sum or unit prices as shown on bid sheets. The net price shall be delivered to Galveston County, including all freight, shipping, and license fees. Galveston County is tax-exempt, and no taxes should be included in proposal pricing.

Bond Requirements:
There is no bond required with this Invitation to Bid.

Debarment and Suspension:
To participate in this solicitation, respondent certifies that neither it, nor any of its Principals, are presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency. All contractors/subcontractors that are debarred, suspended, or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

The Galveston County Commissioners' Court reserves the right to waive any informality and to reject any and all bids and to accept the bid or bids which, in its opinion, is most advantageous to Galveston County with total respect the governing laws.

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County

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The Special Provisions and the General Provisions of this Invitation to Bid and the Exhibits attached hereto are made a part of this agreement between the Parties. In the event of a conflict between the General Provisions and the Special Provisions, the terms of the Special Provisions shall control.

This solicitation is issued under the general guidance and mandates as refenced in the *Texas Local Government Code, SUBCHAPTER C. COMPETITIVE BIDDING IN GENERAL, Sec. 262.021. SHORT TITLE. This subchapter may be cited as the County Purchasing Act.*

Interested parties are requested to familiarize themselves with these provisions as well as the entire General and Special Provision sections of this document prior to participating and submitting a response to this request.

1. **BID PACKAGE**
The Invitation to Bid, General and Special Provisions, drawings, specifications/line-item details, contract documents, addenda (if any), and the Bid are all part of the Bid package and Resultant Contract. ***Bids must be submitted in sets of three (3), one (1) unbound single-sided original, and two (2) copies****, on the forms provided by the County if County forms are provided and shall include the Bid sheets completed in their entirety and signed by an authorized representative by original signature. Failure to complete and sign the Bid sheets/contract page(s) may disqualify the Bid from being considered by the Commissioners' Court. Any individual signing on behalf of the Bidder expressly affirms that he or she is duly authorized to tender this Bid and to sign the Bid under the terms and conditions in this request for Bid on behalf of the Bidder and to bind the Bidder to the terms and conditions of this request for Bid and the Bidder's response hereto.*

Bidder further understands that Bidders' signing of the contract shall be of no effect unless the contract is subsequently awarded by the Commissioners' Court and the contract properly executed by the Commissioners' Court.

All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid. If there are discrepancies between unit prices quoted and extensions, the unit price shall prevail.

Each Bidder is required to thoroughly review this entire Invitation to Bid package to familiarize themselves with the Bid procedures, the plans and specifications for the requested work, as well as the terms and conditions of the contract the successful Bidder will execute with the County.

2. **BIDDER'S RESPONSIBILITY**
The Bidder must affirmatively demonstrate its responsibility. The Bidder must also meet the following minimum requirements:

   A. have adequate financial resources or the ability to obtain such resources as required;
   B. be able to comply with all federal, state, and local laws, rules, regulations, ordinances, and orders regarding this request for Bid;
   C. have a satisfactory record of performance;
   D. have a satisfactory record of integrity and ethics; and
   E. be otherwise qualified and eligible to receive an award.

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3. **TIME FOR RECEIVING BIDS**
Bids may be submitted by mail or hand delivery and **must be submitted only to the Galveston County Purchasing Agent.** If by delivery, the Bidder must deliver the Bid to the reception desk in the County Purchasing Agent's Office. The delivery and mailing instructions for the Galveston Count Purchasing Agent are the following:

Rufus Crowder, CPPO CPPB
Galveston County Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550

Bids will **not** be accepted by facsimile transmission or by electronic mail (email) unless superseded by instructions within the Special Provisions section of this solicitation. Bids must be received by the County Purchasing Agent on or before the deadline for the opening of the Bids. **For clarity, mailing date/postmark is not sufficient – Bids must be received by the County Purchasing Agent on or before the deadline.** Late Bids will not be accepted and will be returned to the Bidder unopened. Bids received prior to the submission deadline will be maintained unopened until the specified time for opening.

The County Purchasing Agent will accept Bids from 8:00 a.m. to 5:00 p.m. on each business day up to the submission deadline. Business days do not include Saturdays and Sundays, and do not include other days in which the County is closed for business in observance of holidays or for other reasons.

The time-stamp clock within the County Purchasing Agent's Office shall be the official time clock for the purpose of this solicitation and thus shall be the determinant of whether the Bid was timely received.

The Bidder should prominently identify the procurement number and name on the outside of the envelope/mailing package. If the Bidder fails to identify the request for Bid number and name on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the solicitation number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a Bid.

If a Bid is not submitted, return this Request for Bid and state reason (s), otherwise your name may be removed from the Purchasing Agent's mailing list.

4. **COMPETITIVENESS, INTEGRITY, INQUIRIES AND QUESTIONS**
To prevent biased evaluations and to preserve the competitiveness and integrity of the procurement process, **Bidders are to direct all communications regarding this invitation to bid only to the Galveston County Purchasing Agent,** unless otherwise specifically noted.

Do not contact the requesting department. Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the Bid of the firm found to be in non-compliance.

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All questions regarding this Invitation to Bid must be submitted in writing to:

Rufus Crowder, CPPO CPPB
Purchasing Agent
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7997
E-mail: purchasing.bids@co.galveston.tx.us

All questions received and the responses thereto will be mailed, emailed, or faxed to all prospective Bidders by addendum. No inquiries except clarification of instructions will be addressed by telephone.

Bidder is advised to carefully review this Invitation to Bid – it provides specific information necessary to aid participating firms in formulating a thorough response. Bidder's failure to examine all documents shall not entitle the Bidder to any relief from the conditions imposing in the Invitation to Bid and the resultant contract.

An authorized person from the Bidder must sign the Bid. This signatory must be a person from the submitting firm who is duly authorized to tender and sign the Bid on behalf of the Bidder and to bind the Bidder to the terms and conditions of this Request for Bid, the Bidder's response, and all other terms and conditions of the contract. By this signature, the Bidder further acknowledges that the Bidder has read the request for Bid and Bid documents thoroughly before submitting a Bid and will fulfill the obligations in accordance with the terms, conditions, and specifications detailed herein.

5. **BID OPENING**
The Purchasing Agent shall open the Bids on the date and time specified herein. Bids shall be opened in a manner that avoids disclosure of the contents to competing offerors and that keeps the Bids secret during negotiations. The Purchasing Agent will examine Bids promptly and thoroughly. **Upon opening, no Bid may be withdrawn for a period of sixty (60) calendars days after the Bid opening date.**

6. **WITHDRAWAL OF BID / FIRM BID RULE**
Bidders may request withdrawal of their sealed Bid prior to the scheduled Bid opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No Bids may be withdrawn for a period of sixty (60) calendar days after opening of the Bids.

7. **COMMISSIONERS' COURT**
No contract is binding on the County until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

Department heads and elected officials are not authorized to enter into any type of agreement or contract on behalf of the County. Only the Commissioners' Court acting as a body may enter into a contract on behalf of and contractually bind the County. Additionally, department heads and elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County Legal Department prior to being accepted and signed by the County's authorized representative.

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8. REJECTION OF BIDS / DISQUALIFICATION

Galveston County, acting through its Commissioners' Court, reserves the right to:

- reject any and all Bids in whole or in part received by reason of this request for Bid;
- waive any informality in the Bids received;
- disregard the Bid of any Bidder determined to be not responsible;
- disregard the Bid of any Bidder determined to have not submitted its Bid timely; and/or
- discontinue its efforts for any reason under this request for Bid package at any time prior to actual execution of contract by the County.

Bidders may be disqualified, and rejection of Bids may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

A. Failure to use the Bid forms furnished by the County, if applicable;
B. Lack of signature by an authorized representative of Bidder;
C. Failure to properly complete the Bid;
D. Engaging in communications regarding this procurement during the pendency of this procurement with County officials and/or personnel who are not within the Purchasing Department;
E. Failure to meet the mandatory requirements of this request for Bid; and/or
F. Evidence of collusion among Bidders.

9. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective Bidder to review the entire request for Bid packet and to notify the Purchasing Agent if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any protest or question(s) regarding the specifications or Bid procedures must be received in the Purchasing Agent's Office not less than seventy-two (72) hours prior to the time set for Bid opening. Bidders are to submit their Bid as specified herein or propose an approved equal.

10. SUBSTITUTES / DESCRIPTION OF MATERIALS AND EQUIPMENT

Any brand name or manufacturer reference used herein is intended to be descriptive and not restrictive. unless otherwise noted, and is used to indicate the type and quality of material. The term "or equal" if used, identifies commercially produced items that have the essential performance and salient characteristics of the brand name stated in the item description. All supplies, material, or equipment shall be new and of the most suitable grade for the purpose intended. For clarification, "new" includes products containing recovered materials that are EPA-designated items and additionally see Section 63 of these General Provisions on contracts involving federal funds. It is not the County's intent to discriminate against any materials or equipment of equal merit to those specified. However, if Bidder desires to use any substitutions, prior written approval must be obtained from the Purchasing Agent and sufficiently in advance such that an addendum may be issued. All material supplied must be one hundred percent (100%) asbestos free. Bidder, by submission of its Bid, certifies that if awarded any portion of this procurement, the Bidder will supply only material and equipment that is 100% asbestos free.

11. EXCEPTIONS TO BID CONDITIONS

The Bidder will list on a separate sheet of paper any exceptions to the conditions of this request for Bid. This sheet will be labeled, "Exceptions to Bid Conditions", and will be attached to the Bid. If no

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exceptions are stated, **it will be understood that all general and special conditions will be complied with, without exception.**

The Bidder must specify in its Bid any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the Bid and should indicate its possible or actual advantage to the program being offered.

The County reserves the right to offer these alternatives to other Bidders.

12. PRICING

Bids will be either lump sum or unit prices as shown on the Bid sheets if included. The net priced items will be delivered to Galveston County, including all freight, shipping, and delivery charges. Galveston County is a tax-exempt local government of the State of Texas, therefore, no taxes shall be included with submitted pricing.

Cash discount must be shown on the Bid, otherwise prices will be considered net. Unless prices and all information requested are complete, the Bid may be disregarded and given no consideration.

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County of Galveston. Prices paid by the County of Galveston shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

13. PROCUREMENT CARD (P-CARD) PROGRAM

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to a vendor by credit card. This method typically results in substantially faster bill payments, sometimes within three (3) to five (5) days of the actual transaction date. All transaction fees from the card provider are to be paid by the successful contractor. If awarded company will accept payment via credit card (Visa, MasterCard, etc.), this should be notated in the Bid submittal.

14. PASS THROUGH COST ADJUSTMENTS

Except in instances of extreme extenuating circumstances, Contractor prices shall remain firm throughout the contract period and any renewals. Examples of extreme extenuating circumstances include such situations as a nationwide rail strike, oil shortage or oil embargo.

In extreme extenuating circumstances, Contractors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own. A request for a pass-through cost increase will not be considered unless a Contractor's cost for the Contractor's product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) calendar days. Costs that historically are anticipated to rise over a period of time (for example only, such as wages or insurance costs) do not qualify for pass through. If a Contractor thinks he will be asking for a pass-through cost adjustment during the term of the contract, then the original cost of the product to Contractor must be stated in Contractor's original Bid.

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A request for a pass-through cost does not guarantee that one will be granted. Contractors must submit such information on each request as required by the County Purchasing Agent. The County Purchasing Agent will review each request on a case-by-case basis and if valid submit the request to the Commissioners' Court for authorization and determination of the appropriateness of each request as well as amount and duration of increase. Contractors will not be permitted any additional compensation for mark-ups or profits based on the increase in price. Rather, such additional compensation will be limited to the actual increase in original cost to the Contractor as such increase is reflected by the original cost stated in the bid. But in no event will the amount of additional compensation exceed 25% increase in Contractor's original cost for the product as such cost is reflected in Contractor's original Bid or the duration exceed a period of sixty (60) calendar days. In addition, should the cost, during the period of the pass through, return to normal or decrease to below pre pass through prices, appropriate downward adjustments shall be made. No more than one pass through adjustment will be permitted per year.

15. MODIFICATION OF BIDS

A Bidder may modify a Bid by letter at any time prior to the submission deadline for receipt of Bids. Modification requests must be received by the Purchasing Agent prior to the submission deadline. Modifications made before opening time must be initialed by Bidder guaranteeing authenticity. Bids may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court considering of same.

16. PRE-BID CONFERENCE

A pre-bid conference for the purpose of discussing contract requirements and answering questions of prospective Bidders may be conducted in this procurement. A pre-Bid conference may be mandatory or voluntary. If the pre-bid conference is mandatory, then the County is authorized to condition acceptance of a Bid on compliance with attendance. The Special Provision section of this procurement shall specify if a pre-bid conference is to be held and shall specify whether the pre-bid conference is mandatory or voluntary. Regardless of whether the pre-Bid conference is mandatory or voluntary, only a principal, officer, or employee of the Bidder may represent the Bidder at the pre-bid conference and no person may represent more than one Bidder at the pre-bid conference.

17. SIGNATURE OF BIDS

Each Bid shall give the complete name of the Bidder and the mailing address of the Bidder and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each Bid shall include the Bidder's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and Bid response sheets may disqualify the Bid from being considered by the County. The person signing on behalf of the Bidder expressly affirms that the person is duly authorized to tender the Bid on behalf of the Bidder and to sign the Bid sheets and contract under the terms and conditions of this Invitation to Bid and to bind the Bidder hereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

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18. AWARD OF BIDS – EVALUATION CRITERIA AND FACTORS

The award will be made to the responsible Bidder whose Bid is determined to be the lowest and best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Bid. **The proposed cost to the County will be considered firm and cannot be altered after the submission deadline, unless the County invokes its right to request a best and final offer.**

"Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

In determining the lowest and best bid for a contract for the purchase of earth-moving, material-handling, road maintenance, or construction equipment, the Commissioners' Court may also consider the information submitted under Section 262.0255 of the Local Government Code; and in determining the lowest and best bid for a contract for the purchase of road construction material, the Commissioners' Court may consider the pickup and delivery locations of the bidders and the cost to the county of delivering or hauling the material to be purchased. The Commissioners' Court may award contracts for the purchase of road construction material to more than one bidder if each of the selected bidders submits the lowest and best bid for a particular location or type of material.

Each Bidder, by submitting a Bid, agrees that if its' Bid is accepted by the Commissioners' Court, the Bidder will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this Bid, including but not limited to the best and final offer if applicable, and the contract.

The contractor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the County Purchasing Agent. The contractor will perform all services indicated in the Bid in compliance with this contract.

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners'' Court agenda and approved in open court. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County. Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of the County. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County's legal counsel prior to being signed by the County's authorized representatives.

The County of Galveston reserves the right to accept Bids on individual items listed, or group items, or on the Bid as a whole; to reject any and all Bids; to waive any informality in the Bids; to disregard Bids that are not submitted timely; to disregard the Bids of Bidders determined to be not responsible; and to accept the Bid that appears to be in the best interest of the County. The selection process may, however, include a request for additional information or an oral presentation to support the written Bid.

In determining and evaluating the best Bid, the pricing component may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered along with any other relevant items.

The County reserves the right to reject any or all Bids in whole or in part received by reason of this Request for Bid and may discontinue its efforts under this Request for Bid for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County.

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A Bidder whose Bid does not meet the mandatory requirements set forth in this request for Bid will be considered non-compliant.

The invitation to submit a Bid which appears in the newspaper, or other authorized advertising mediums, these general provisions, the special specifications which follow, the Bid sheets, forms, and any addenda issued are all considered part of the Bid and resultant contract.

Each Bidder, by submitting a Bid, agrees that if its Bid is accepted by the Commissioners' Court, such Bidder will furnish all items and services upon the terms and conditions in this request for Bid and the resultant contract.

Notice of contract award is anticipated to be made within ninety (90) days of opening of Bids to the lowest responsive and responsible contractor, whose Bid complies with all the requirements in the request for Bid.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Section 37, Requirement of and Proof of Insurance, or if different, then as described within the Special Provisions or resultant contract.

The contractor shall not commence work under these terms and conditions of the contract until all applicable Purchase Orders, Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letters of Credit (if required) have been approved by the County of Galveston and the Contractor has received notice to proceed in writing and an executed copy of the contract from the County Purchasing Agent.

19. DISPUTE AFTER AWARD / PROTEST

Any actual or prospective Bidder who is allegedly aggrieved in connection with this procurement or award of a contract resulting therefrom may protest. The protest shall be submitted in writing to the Purchasing Agent within seven (7) calendar days after such aggrieved person knows of or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent. The decision of the Commissioners' Court will be final. The Commissioners' Court need not consider protests unless this procedure is followed.

20. PUBLIC INFORMATION ACT (f/k/a Open Records Act)

The Bidder acknowledges that the County is a government body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code, and as such is required to release information in accordance with the provisions of the Public Information Act.

If Bidder considers any of its submitted information to be proprietary in nature, trade secret, or otherwise confidential, then it must clearly and conspicuously mark such information as proprietary, trade, secret, or confidential. By the submission of its Bid, Bidder expressly affirms that it has clearly and conspicuously marked any information within its submission that Bidder considers confidential, proprietary, and/or trade secret.

In the event the County receives a request for information under the Public Information Act seeking information that the Bidder has marked as confidential, proprietary, and /or trade secret, then the County

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agrees that it shall provide notice to the Bidder of the request for information and the request for decision process under the Public Information Act. Thus, the County will submit the initial correspondence to the Texas Attorney General – however, the burden is and shall be on the Bidder to submit correspondence to the Attorney General if the Bidder wishes its information to be withheld. Bidder is deemed to have knowledge of the Public Information Act. **By the submission of its Bid, Bidder expressly acknowledges that the burden to withhold its' information from public disclosure lays with the Bidder;** thus, Bidder further acknowledges and agrees that it shall submit comments to the Texas Attorney General in the request for decision process if Bidder wishes to have its' information withheld from public disclosure.

21. BIDDER'S E-MAIL ADDRESSES – CONSENT TO DISCLOSURE

Notwithstanding the foregoing Section 20, Bidder acknowledges and agrees that the confidentiality of any and all email addresses Bidder uses or discloses in communicating with the County are **open** to the public in accordance with Section 552.137 of the Government Code and Bidder consents to the release of its email addresses.

22. RESULTANT CONTRACT

Bidder should submit a proposed contract / agreement with its response. or its sample material terms and conditions for review and consideration.

It is the intent of this solicitation to enter a contract that meets State and Federal guidelines. It is imperative that all responders seeking a contract under this solicitation effort, familiarize and adhere to the requirements of the General Provisions, Special Provisions, and the procurement standards as referenced in 2 C.F.R. Part 200, Sections 200.317-200.326, and Appendix II, 2 C.F.R. Part 200. Sections 200.317–200.326 and Appendix II are referenced in the General Provisions section of this solicitation.

The resultant contract consists of the following documents: Invitation to Bid, General Provisions, Special Provisions, General Terms and Conditions (including specifications, drawings, and addenda), Bidder's Bid, Bid Sheets, contract award, and any other documents referenced herein or attached hereto for the work. Collectively these documents may also be referred to as the Plans and Specifications.

The Galveston County Commissioners Court, and/or authorized designees will be responsible for negotiating with the successful contractor, the scope of work, the standards of performance, the specific technology provided, and the support services required for the proposed projects. All contractual amendments will be processed in accordance with Galveston County Purchasing Policies and Procedures.

Amendments will also be brought to Galveston County Commissioners' Court for approval as deemed necessary. The approval process serves to ensure the project technology and/or service is within the scope of the resultant contract, and that pricing meets the agreed upon pricing methodology as specified in the contract, and that funds are available.

Bidder shall correctly and fully execute the resultant contract first. After this, the contract shall be set for consideration by the Commissioners' Court. If the Commissioners' Court authorizes the execution of the contract, the resultant contract shall become effective upon the Commissioners' Court execution of same, provided that the contract is executed by all parties to the contract. Contract documents shall consist of the contract, the General and Special Provisions, drawings, solicitation package (including best and final offer(s) if such is utilized), any addenda issued, and any change orders issued during the work. If

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applicable to the attached Bid. Bidder must sign three (3) original contracts and return all three with their Bid submittal.
The Contractor shall procure all permits, licenses, certificates, or any such approvals of plans or specifications as may be required by federal, state, and local laws, ordinances, rules, and regulations, for the proper execution and completion of the work under the resultant agreement.

The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on County property by the contractor.

The resultant agreement is considered a non-exclusive agreement between the parties.

The successful contractor hereby certifies that this agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by The resultant agreement and is in all respects fair and without collusion or fraud. As to Contractor, the successful contractor hereby warrants and certifies that he/she is authorized to enter into this agreement and to execute same on behalf of the Contractor as the act of the said Contractor.

The agreement, including the General and Special Conditions and all amendments or addenda issued by the county, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of the resultant agreement shall be deemed to exist or to bind either party hereto.

To satisfy cost reasonableness responsibilities at the time of any extension period, the County of Galveston reserves the right to obtain additional quotes and current pricing information from the successful contractor and other contractors to perform the work as stated per the specification listed herein and in the resultant. The solicited results may be used by the County to determine if the contract extensions will be considered, or other service options be utilized.

23. CONTRACT TERM

The term of the resultant contract will begin on the date of full execution or the execution by the Commissioners' Court, whichever is later, and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth.

24. COLLATERAL CONTRACT

The County reserves the right to provide by separate contract or otherwise, in such manner as not to delay its programs or damage said Contractor, all labor and material essential to the completion of the work that is not included in this contract.

Award prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Awardee is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Awardee shall indemnify and save harmless the County, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment, or process, to be performed under the contract, and shall indemnify the County its officers, agents, and employees for any costs, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of the work.

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25. TERMINATION FOR DEFAULT

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case either party may require corrective action within ten (10) business days from date of receipt of written notice citing the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) business days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract.

All notices relating to default by Bidder of the provisions of the contract shall be issued by the County through its Legal counsel, and all replies shall be made in writing to the County's legal counsel. Notices issued by or issued to anyone other than the County's legal counsel shall be null and void and shall be considered as not having been issued or received.

Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of Bids or further negotiations. At a minimum, Bidder shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs, and attorney fees.

In the event of Termination for Default, Galveston County, its agents, or representatives shall not be liable for loss of any profits anticipated to be made by Bidder.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement.

County reserves the right to terminate this contract immediately in the event Bidder:

A. Fails to meet delivery or completion schedules; and/or
B. Fails to otherwise perform in accordance with the accepted Bid and the contract.

26. TERMINATION FOR CONVENIENCE

County may terminate this contract upon at least thirty (30) calendar days prior written notice for its convenience or for any reason deemed by the County to serve the public interest. As well, County may terminate this contract upon thirty (30) calendar days prior written notice for any reason resulting from any governmental law, order, ordinance, regulation, or court order. In no event shall County be liable for loss of any profits anticipated to be made hereunder by Bidder should this contract be terminated early.

27. FORCE MAJEURE

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Force Majeure claimed, but for no longer period.

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Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome, and which substantially interferes with operations.

28. ESTIMATED QUANTITIES

Any reference to quantities shown in the request for Bid is an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements.

29. CONTRACTOR INVESTIGATION

Before submitting a Bid, each Bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. Bidder shall exercise due diligence and is further charged with knowledge of the local, State, and Federal laws, rules, and regulations applicable to this contract. If the Bidder receives an award as a result of its Bid submission in this procurement, the Bidder's failure to have made such investigations and examinations will in no way relieve the Bidder from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation and/or for excused nonperformance.

30. NO COMMITMENT BY COUNTY OF GALVESTON

This request for procurement does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a Bid in response to this request for Bid and does not commit the County of Galveston to procure or contract for services or supplies.

31. BID COSTS BORNE BY BIDDER

Galveston County shall not be liable for any costs incurred by Bidder in preparation, production, or submission of a Bid, including but not limited to best and final offer if applicable. As well, Galveston County shall not be liable for any work performed by Bidder prior to issuance of fully executed contract and properly issued notice to proceed. Galveston County shall not be liable for any costs incurred by Bidder by reason of attending a pre-Bid conference. Galveston County shall not be liable for any costs incurred by Bidder by reason of the County invoking use of best and final offers.

32. BEST AND FINAL OFFERS (BAFO)

In acceptance of Bids, the County reserves the right to negotiate further with one or more of the Bidders as to any features of their Bids and to accept modifications of the work and price when such action will be in the best interest of the County. This includes, but is not limited to, the solicitation of a Best and Final Offer from one or more of the Bidders. If a Best and Final Offer is invoked, this allows acceptable Bidders the opportunity to amend, change, or supplement their original Bid. Bidders may be contacted in writing by the Purchasing Agent, requesting that they submit their Best and Final Offer. Any such Best and Final Offer must include discussed and negotiated changes.

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33. SINGLE BID RESPONSE

If only one Bid is received in response to the request for Bid, a detailed cost Bid may be requested of the single Bidder. A cost price analysis and evaluation and/or audit may be performed of the cost Bid to determine if the price is fair and reasonable.

34. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this Bid, a written notice of such revision will be provided to all Bidders in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees or officials, unless such clarification or change is provided to Bidders in a written addendum from the Purchasing Agent. Bidders are advised to inquire prior to the submission deadline as to whether any addenda to this request for Bid have been issued, as the successful Bidder will be required to abide by such addenda.

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of Bids. Such revisions and amendments, if any, shall be announced by form of addenda. Copies of such addenda (or addendum in the event only one addendum is issued in the procurement) shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the County's request for Bid list for this material/service or those who have obtained documents from the Purchasing Agent's Office subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of Bids may be postponed by such number of days as in the opinion of the County shall enable prospective contractors to revise their Bids. In any case, the Bid opening shall be at least seven (7) business days after the last revising or amendment addendum and the addendum shall include an announcement of the new date, if applicable, for the opening of Bids.

35. BID IDEAS AND CONCEPTS

The County reserves to itself the right to adopt or use for its benefit, any concept, plan, or idea contained in any Bid.

36. BID DISCLOSURES

While this procurement is pending, the names of those who submitted Bids will not be made public unless in conformity with the County Purchasing Act. Likewise, no pricing, staffing, or other contents of the Bid information will be released unless in conformity with the County Purchasing Act. Bidders are requested to withhold all inquiries regarding their Bid or other submissions until after an award is made. No communication is to be had with any County employee or official, other than the County Purchasing Agent, regarding whether a Bid was received - violations of this provision may result in the rejection of a Bid.

37. INDEMNIFICATION

The contractor agrees to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof, arising out of or in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees,

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agents or any person(s), in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

38. REQUIREMENT OF AND PROOF OF INSURANCE

The successful Bidder shall furnish evidence of insurance to the County Purchasing Agent and shall maintain such insurance as required hereunder or as may be required in the Special Provisions or resultant contract, if different. Contractor shall obtain and thereafter continuously maintain in full force and effect, Commercial General Liability insurance, including but not limited to bodily injury, property damage, and contractual liability, with combined single limits as listed below or as may be required by State or Federal law, whichever is greater.

A. For damages arising out of bodily injury to or death of one person in any one accident:
ONE HUNDRED THOUSAND AND NO/100 ($100,000.00) DOLLARS.

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

C. For any injury to or destruction of property in any one accident:
ONE HUNDRED THOUSAND AND NO/100 ($100,000.00) DOLLARS.

Insurance shall be placed with insurers having an A.M. Best's rating of no less than A. Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions ensuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.

Galveston County shall be listed as the additional insured on policy certificates and shall be provided with no less than thirty (30) calendar days prior notice of any changes to the policy during the contractual period.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) business days of issuance of notification from the County Purchasing Agent to Bidder that the contract is being activated as written proof of such insurance and further provided that Bidder shall not commence work under this contract until it has obtained all insurance required herein, provided written proof as required herein, and received written notice to proceed issued from the County Purchasing Agent.

Proof of renewal/replacement coverage shall be provided prior to the expiration, termination, or cancellation date of any policy and Galveston County shall be named as an additional insured on any such renewal/replacement coverage and a certificate of insurance showing such shall be provided to the

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Purchasing Agent. Said insurance shall not be cancelled, permitted to expire, or changed without at least thirty (30) days prior written notice to the County.

Insurance required herein shall be maintained in full force and effect during the life of this contract and shall be issued on an occurrence basis. Contractor shall require that any and all subcontractors that are not protected under the Contractor's own insurance policies take and maintain insurance of the same nature and in the same amounts as required of Contractor and provide written proof of such insurance to Contractor. Proof of renewed/replacement coverage shall be provided prior to the expiration, termination, or cancellation date of any policy. Contractor shall not allow any subcontractor to commence work on the subcontract until such insurance required for the subcontractor has been obtained and approved.

Workers' Compensation Insurance: Successful Bidder shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all its' employees, including but not limited to full time, part time, and emergency employees employed by the successful Bidder. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful Bidder to the County.

Insurance is to be placed with insurers having a Best rating of no less than A. The Bidder shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of receiving notification from the County Purchasing Agent that the contract is being activated. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Bidder shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide Bidder with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Bidder shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Bidder.

In no event shall the County be liable for any damage to or destruction of any property belonging to the Bidder.

Subrogation Waiver. Bidder and Bidder's insurance carrier waive any and all rights to subrogation against Galveston County in regard to any suit or claim arising out of personal injury or property damage resulting from Bidder's performance under this agreement.

39. BID GUARANTEE

Unless specified differently within the Special Provisions of this procurement, each Bidder shall be required to submit a Bid guarantee with its Bid as required within this Section.

Evidencing its firm commitment to engage in contract if Bidder is selected for award of contract, each Bidder is required to furnish with their bid a cashier's check or an acceptable Bidder's bond (generally, a bid bond) in the amount of five percent (5%) of the total contract price. If Bidder is using a bond, then the

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bond must be executed with a surety company authorized to do business in the State of Texas. Failure to furnish the Bid guarantee in the proper form and amount, by the time set for opening of Bids may be cause for rejection of the Bid.

The cashier's check or Bidder bond (as applicable) will be returned to each respective unsuccessful Bidder(s) after the Commissioners' Court award of contract and shall be returned to the successful Bidder upon the completion and submission of all contract documents. Provided however, that the cashier's check or Bidder bond will be forfeited to the County as liquidated damages should successful Bidder fail to execute the contract within thirty (30) days after receiving notice of the acceptance of its Bid.

40. PERFORMANCE AND PAYMENT BONDS (if required)

Successful Bidder, before beginning work, shall execute a performance bond and a payment bond, each of which must be in the amount of the contract. The required payment and performance bonds must each be executed by a corporate surety authorized to write surety bonds in the State of Texas and in accordance with Chapter 3503 of the Insurance Code (codified in 2005 and originally within Section 1, Chapter 87, Acts of the 56th Leg., R.S., 1959, and in Article 7.19-1, Vernon's Texas Insurance Code).

The performance and payment bonds must each clearly and prominently display on the bond or on an attachment to the bond:

a.) The name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or
b.) The toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll free-telephone number.

The performance bond shall be solely for the protection of Galveston County, in the full amount of the contract, and conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply labor or material, and in the amount of the contract.

The payment and performance bonds required to be furnished herein must be furnished before the contractor begins work and are a requirement for issuance of a Notice to Proceed. Such bonds must be furnished to the Galveston County Purchasing Agent within thirty (30) calendar days after the date of the full execution of the contract or, if applicable, as required under Chapter 2253, Government Code, whichever is earlier. Contractor's failure to provide the required payment and performance bonds within such time period shall constitute an event of default under this contract. Contractor shall not commence work until all applicable certificates of insurance, performance bonds, and payment bonds have been received and approved by the County Purchasing Agent and the Contractor receives notice to proceed in writing that has been issued by the County Purchasing Agent.

Additionally, if this request for Bid is for the award of a public works contract, then compliance with Chapter 2253 of the Texas Government Code, which is known as the McGregor Act, is mandatory. Performance and payment bonds are required to be furnished in accordance with Chapter 2253 of the Texas

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Government Code. Bidder should familiarize itself with the entire provisions of Chapter 2253 of the Texas Government Code.

41. PATENT AND COPYRIGHT PROTECTION

The Bidder agrees at its sole expense to protect the County from claims involving infringement of patents, copyright, trademark, trade secret, or other intellectual property rights. **Bidder shall indemnify and save harmless the County of Galveston, its officers, employees, and agents, from liability of any nature and kind whatsoever, including without limitation cost and expenses, for or on account of any copyrighted, trademarked, trade secret, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, or other intellectual property rights, including its use by the County.** Bidder also agrees that if Bidder is awarded this contract, that no work performed hereunder shall be subject to patent, copyright, or other intellectual property by Bidder.

42. CONFLICT OF INTEREST DISCLOSURE REPORTING (FORM CIQ)

Bidder may be required under Chapter 176 of the Texas Local Government Code to complete and file a Conflict-of-Interest Questionnaire (CIQ Form). The CIQ Form pertains to business relationship, gift giving and family relationship reporting. If Bidder is required to file a CIQ Form, then **the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.**

Business relationship. If Bidder has an employment or other business relationship with a local government officer of Galveston County or with a family member of a local government officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds $2,500.00 during the preceding 12-month period, then Bidder **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

Gift-giving. If Bidder has given a local government officer of Galveston County or a family member of a local government officer of Galveston County one or more gifts with an aggregate value of more than one-hundred dollars ($100.00) during the preceding 12-months, then Bidder **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.
Family member. For purposes of the business relationship and gift giving reporting requirements, a "family member" means a person related to another person with the first degree of consanguinity or affinity, as described by Subchapter B, Chapter 573, Texas Government Code. Examples of persons within the first degree by consanguinity or affinity include a son, daughter, father, mother, spouse, son-in-law, daughter-in-law, father-in-law, mother-in-law, stepson, stepdaughter, stepmother, and stepfather.

Family relationship. If Bidder has a "family relationship" with a local government officer of Galveston County then Bidder **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County, regardless of whether Bidder has a business relationship or has given gifts to the local government officer or a family member of the local government officer. For this purpose, "family relationship" means Bidder is related within the third degree by consanguinity or the second degree by affinity, as those terms are defined under Chapter 573 of the Texas Government Code, to a local government officer of Galveston County. Examples of such relationships include a son, daughter, mother, father, brother, sister, grandchild, great-grandchild, grandparent, great-grandparent, niece, nephew, uncle, aunt, spouse, mother-in-law, father-in-law, daughter-in-law, son-in-law, spouse's grandchild, spouse's grandparent, grandparent's spouse, grandchild's spouse, stepson, stepdaughter, stepmother, and stepfather.

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Bidder must file its original CIQ Form with the Galveston County Clerk. The Galveston County Clerk has offices at the following locations:

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if Bidder is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (**not the Purchasing Agent**).

For Bidder's convenience, a blank CIQ Form is enclosed with this Bid package. Blank CIQ Form(s) may also be obtained by visiting the Purchasing Agent's website. This website is linked from the Galveston County homepage, at http://www.galvestoncountytx.gov.

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Bidder's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Bidder is required to file by the requirements of Chapter 176 of the Local Government Code. Bidder is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code, and the failure to file may be grounds to void the contract, if Bidder is awarded a contract.

If Bidder has any questions about compliance with Chapter 176, Bidder may wish to consult its' legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

43. DISCLOSURE OF INTERESTED PARTIES/FORM 1295

Under Section 2252.908 of the Government Code, any business entity that enters into a contract with Galveston County that requires the approval of the Commissioners' Court must submit a "Disclosure of Interested Parties" to the County prior to the execution of the contract. This form, the "Disclosure of Interested Parties" form was promulgated by the Texas Ethics Commission and is the "Form 1295". **This procurement is subject to these requirements.**

The Texas Ethics Commission was charged with promulgating rules to implement Section 2252.908 of the Government Code. The rules adopted by the Texas Ethics Commission are located at Sections 46.1, 46.3, and 46.5 of Title 1 of the Texas Administrative Code. Thus, the law covering these requirements is located at Section 2252.908 of the Government Code, and in Title 1, Sections 46.1, 46.3, and 46.5 of the Texas Administrative Code.

The Texas Ethics Commission's website is: www.ethics.state.tx.us. The area of the Texas Ethics Commission website pertaining to Form 1295 is:

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www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Form 1295 must be completed electronically through the Texas Ethics Commission website (handwritten forms are not allowable). Once the business entity has completed their electronic filing of Form 1295, then the business entity must print out the electronically completed form, and sign and notarize the Form 1295. Once Form 1295 is signed and notarized, the business entity must submit their completed, signed, and notarized Form 1295 to the Galveston County Purchasing Agent.

Successful Bidder is and shall be subject to these requirements, and no resultant contract may be executed by the Commissioners' Court until the completed, signed, and notarized Form 1295 is on file with the County Purchasing Agent.

No portion of the Form 1295 process commits the County to any type of award of contract whatsoever.

After the Purchasing Agent's Office receives the completed, signed, and notarized Form 1295, the Purchasing Department representative will, within 30 days, go to the Texas Ethics Commission website to submit electronic confirmation of the County's receipt of the completed, signed, and notarized Form 1295.

44. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS & REQUIREMENT TO REGISTER IN SAM**
Bidder certifies that neither it, nor any of its Principals, are presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency. Contractor agrees that it shall refund Galveston County for any payments made to Contractor while ineligible. Contractor acknowledges that Contractor's uncured failure to perform under this Agreement, if such should occur, may result in Contractor being debarred from performing additional work for the County, the respecting State Agency administering the grant funding the contract, if applicable, the State, FEMA, or HUD (as applicable), and other Federal and State entities. Further, Bidder has executed the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters and returned the fully completed and executed original certification with the submission of its Bid.

The truthful and fully completed and executed original of the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters must be included with the submission of Bidder's Bid and is a mandatory requirement of this request for Bid. Bidder's failure to include the fully completed and executed original of this Certification shall be considered non-compliance with the requirements of this request for Bid and grounds for the rejection of Bidder's Bid.

Bidder shall immediately notify the County Purchasing Agent if it becomes debarred or suspended, placed on the Consolidated List of Debarred Contractors, or in any other way becomes ineligible for award of contract by any Federal agency. This Certification is a material fact relied upon by Galveston County; if it is later determined that the contractor did not comply with 2 C.F.R. Part 180 and 2 C.F.R. Part 3000, in additional to the remedies available to Galveston County and the State agency administering this grant, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment of contractor.

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If the contract to be awarded pursuant to this procurement involves the use of Federal funds, then Bidder must also be registered in the Federal Contractor Registry through the System for Award Management (SAM) to be eligible for award of contract pursuant to this procurement.

Information regarding the SAM is available at:

http://www.federalcontractorregistry.com/?gclid=CIG1hf2rr8wCFYkCaQoducANZw or at https://www.sam.gov/portal/SAM/#1.

No contract involving the use of Federal funds may be awarded to any Bidder unless and until such registration is current and in good standing under SAM. If this contract involves the use of Federal funds, then Bidder must enclose proof of such SAM registration within its response, which is also a mandatory requirement of this procurement. Failure to enclose such proof shall be considered non-compliance with the requirements of this procurement and grounds for the rejection of Bidder's response to this procurement (i.e., bid, Bid, or qualifications statement, as applicable).

45. TRANSACTIONS WITH TERRORIST ORGANIZATIONS PROHIBITED

(Texas Government Code 2252.151; 2252.152) Prohibition on contracts with certain companies per Government Code 2252.151 Definitions:

(1)**"Company"** has the meaning assigned by Section 806.001.

(2)**"Foreign terrorist organization"** means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.
(3)**"Governmental contract"** means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Government Code, Chapter 2254.

(4)**"Governmental entity"** has the meaning assigned by Government Code, Section 2252.001.

Pursuant to Chapter 2252, Texas Government Code, Contractor shall certify that, at the time of execution of this Contract, neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (1) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (2) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

46. VERIFICATION NOT TO BOYCOTT ISRAEL

Prohibition on contracts with companies boycotting Israel per Government Code 2271.001 Definitions:

(1) **"Boycott Israel"** has the meaning assigned by Section 808.001.

(2) **"Company"** has the meaning assigned by Section 808.001; except that the term does not include a sole proprietorship.

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(2) **"Governmental entity"** has the meaning assigned by Government Code, Section 2251.001

PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:

(1) is between a governmental entity and a company with 10 or more full-time employees: and

(2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:
(1) does not boycott Israel; and
(2) will not boycott Israel during the term of the contract.

As required by GOVERNMENT CODE, CHAPTER 2271, **CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel throughout the term of this Agreement.** For the purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

47. SOVEREIGN IMMUNITY
The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

48. CONTROLLING LAW AND VENUE
Bidder acknowledges and agrees that the contract is and shall be governed and construed by the laws of the State of Texas and that venue shall lie exclusively in a court of competent jurisdiction in Galveston County, Texas.

49. MERGERS, ACQUISITIONS
The Bidder shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a Bid is submitted.

If subsequent to the award of any contract resulting from this request for Bid the Bidder shall merge or be acquired by another firm, the following documents must be submitted to the County:

A. Corporate resolutions prepared by the awarded Bidder and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
B. New entity's Federal Identification Number (FEIN);
C. New entity's proposed operating plans;
D. New entity's proof of registration in SAM for contracts involving Federal funds;
E. New entity's certification regarding debarment;
F. New entity's certification regarding lobbying; and
G. W-9 Form for new entity

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Moreover, Bidder is required to provide the County with notice of any anticipated merger or acquisition as soon as Bidder has actual knowledge of the anticipated merger or acquisition. The New Bidder's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners'' Court for its approval.

50. DELAYS

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Bidder agrees it will make no claims for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Bidder attributed to these delays, should any occur. In addition, Bidder agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

51. ACCURACY OF DATA

Information and data provided through this request for Bid are believed to be reasonably accurate.

52. SUBCONTRACTING/ASSIGNMENT

Bidder shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of the County acting by and through its Commissioners'' Court. Such consent, if granted, shall not relieve the Bidder of any of its responsibilities under this contract.

53. INDEPENDENT CONTRACTOR

Bidder expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which Bidder or Bidder's subcontractors perform in providing the requirements stated in the request for Bid.

54. MONITORING PERFORMANCE

The County shall have the unfettered right to monitor and audit the Bidder's work in every respect. In this regard, the Bidder shall provide its full cooperation and ensure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Bidder shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Bidder's work and performance under this contract. In the event any such material is not held by the Bidder in its original form, a true copy shall be provided.

55. SUBJECT TO APPROPRIATION OF FUNDS

State law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved by the Commissioners' Court. Galveston County anticipates this to be an integral part of future budgets to be approved during the periods of this contract, except for unanticipated needs or events which may prevent such payments against this contract. However, Galveston County cannot guarantee the availability of

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funds, and enters into this contract only to the extent such funds are made available through appropriation (allocation) by the Commissioners' Court. This contract shall not be construed as creating any debt on behalf of the County of Galveston in violation of TEX. CONST. art. XI, § 7, and it is understood that all obligations of Galveston County are subject to the availability of funds.

56. CONTRACTS SUBJECT TO GRANT FUNDING

Notwithstanding the foregoing, if the contract to be awarded by this procurement is funded with Federal or State grant funds, the Bidder acknowledges that the obligations of the County under the contract are contingent upon the continued availability of grant funding to meet the County's obligations. If the grant(s) to the County is reduced, de-obligated, or otherwise discontinued or terminated, Contractor agrees that the County may immediately terminate the contract without penalty or any liability whatsoever on the part of the County, the State, or the Federal awarding agency.

57. PROCUREMENT ETHICS

Galveston County is committed to the highest ethical standards. Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason. Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed.

Galveston County also requires ethical conduct from those who do business with the County.

CODE OF ETHICS – Statement of Purchasing Policy:

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve the purpose of this Article, it is essential that those doing business with Galveston County also observe the ethical standards prescribed herein.

General Ethical Standards:

It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that:

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- The employee or any member of the employee's family, has a financial interest pertaining to the procurement;
- A business or organization in which the employee or any member of the employee's family, has a financial interest pertaining to the procurement; or
- Any other person, business, or organization with which the employee or any member of the employee's family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Gratuities:
It shall be a breach of ethics for any person to offer, give, or agree to give any employee or former employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or bid pending before this government.

Kickbacks:
It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or to any person associated therewith, as an inducement for the award of a contract, subcontract or order.

Contract Clause:
The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

Confidential Information:
It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any other person.

Prohibition against Contingent Fees:
It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Galveston County contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Failure to abide by this section constitutes a breach of ethical standards.

Representation:
Bidder represents and warrants, by signing and submitting its Bid, that it has not retained anyone in violation of this section prohibiting contingent fees.
Contract Clause:
The representation prescribed above shall be conspicuously set forth in every contract and solicitation thereof.

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58. NON-COLLUSION AFFIDAVIT

Bidder certifies, by signing and submitting a Bid , that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham Bid or that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the contractor of any other Bidder, or to fix any overhead, profit or cost element of the Bid price, or that of any other contractor, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that the contractor has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

A blank Non-Collusion Affidavit is included with this Bid packet. Bidder must enclose a truthful and fully executed original Non-Collusion Affidavit with the submission of its Bid. This is a mandatory requirement of this request for Bid. Failure to include the truthfully and fully executed Non-Collusion Affidavit in the submission of its Bid shall be considered non-compliance with the requirements of this request for Bid by the Bidder and grounds for the rejection of Bidder's submission.

No negotiations, decisions, or actions shall be initiated by any company as a result of any verbal discussion with any County employee prior to the opening of responses to this request for Bid.

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County of Galveston contracts for this service.

59. CERTIFICATION REGARDING LOBBYING – COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871

Bidder certifies that, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder, to any person for influencing or attempting to influence a department or employee of an agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a department or employee of any agency, a member of Congress, a department or employee of congress, or an employee of a member of Congress in connection with this

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federal contract, grant, loan, or cooperative agreement, **the bidder shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.**

c. Bidder shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into a contract with Bidder and is imposed by Section 1352, Title 31, United States Code. Further, any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The truthful and fully completed and executed original of the Certification Regarding Lobbying (included with bid packet) must be included with the submission of Bidder's Bid and is a mandatory requirement of this request for Bid. Bidder's failure to include the fully completed and executed or original of this Certification shall be considered non-compliant with the requirements of this request for Bid and grounds for the rejection of the Bidder's Bid.

60. NON-DISCRIMINATION

a. **Equal Employment Opportunity:** Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, genetic information or veteran status. Bidder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, disability, genetic information or veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices of employment.

Bidder will, in all solicitation or advertisements for employees placed by or on behalf of Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, disability, genetic information, or veteran status.

Bidder will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

Bidder will include the provisions herein in every subcontract or purchase order unless exempted.

b. Drug Free Work Place Act: Bidder shall comply with all applicable requirements of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102, et seq.) and implementing regulations thereunder.

c. Americans with Disabilities Act: Bidder shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations thereunder.

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d. OSHA Regulations: Bidder agrees to maintain and to display any applicable materials for its employees in accordance with OSHA regulations.

e. Compliance with Immigration Laws and Use of E-Verify: Bidder agrees to comply with all requirements of the U.S. Immigration Reform and Control Act of 1986, as amended, and any implementing regulations thereto. Bidder further agrees to utilize the E-Verify system through the Department of Homeland Security on its employees. Bidder shall not employ unauthorized aliens and shall not assign services to be performed to any supplier or subcontractor who are unauthorized aliens. If any personnel performing any services hereunder are discovered to be an unauthorized alien, then Bidder will immediately remove such personnel from performing services hereunder and shall replace such personnel with personnel who are not unauthorized alien(s).

f. State and Federal Law Compliance: Bidder agrees to comply with all other State and Federal laws and regulations applicable to the provision of services under this contract.

g. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

61. RECORD RETENTION AND RIGHT TO AUDIT

Bidder shall keep and maintain all records associated with this contract for a minimum of five (5) years from the close of the contract or as required by Federal or State law or regulation, whichever period is longer. If awarded this contract, Bidder shall allow the County reasonable access to the records in Bidder's possession, custody, or control that the County deems necessary to assist it in auditing the services, costs, and payments provided hereunder. If this contract involves the use of Federal or State funds, then Bidder shall also allow reasonable access to representatives of the Office of Inspector General, the General Accounting Office, the State Auditor's Office, and the other Federal and/or State agencies overseeing the funds that such entities deem necessary to facilitate review by such agencies and Bidder shall maintain fiscal records and supporting documentation for all expenditures in a manner that conforms with OMB Circular A-87 (relocated to 2 C.F.R. Part 225) and this contract.

62. TITLE VI ASSURANCES/TxDOT

The County is subject to Title VI of the Civil Rights Act of 1964 and the Federal and State laws and regulations of the United States Department of Transportation and Texas Department of Transportation (TxDOT). Pursuant to these requirements, the County must have its contractors provide required assurances on compliance with non-discrimination by itself and its subcontractors. The Title VI Assurances within this Subsection are not exhaustive – whenever any Federal, State, or Local requirement requires additional clauses, this list shall not be construed as limiting. Contractor agrees as follows:

(1) **Compliance with Regulations**: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, DOT)
Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.

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(2) **Non-discrimination**: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.

(4) **Information and Reports**: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Non-compliance**: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or;
(b) cancellation, termination, or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions**. The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

63. **ASSURANCES FOR CONSTRUCTION PROGRAMS - TEXAS GENERAL LAND OFFICE (GLO)**
The County is subject to Federal and State laws and regulations of the United States and The Texas General Land Office (GLO). Pursuant to these requirements, the County must have its contractors provide required assurances on compliance with non-discrimination by itself and its subcontractors. These Assurances within

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this Subsection are not exhaustive – whenever any Federal, State, or Local requirement requires additional clauses, this list shall not be construed as limiting. Contractor agrees as follows:

(1) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

(2) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

(3) Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of
alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(4) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

(5) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

(6) Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as

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amended (29 U.S.C.§794), which prohibits discrimination on the basis of handicaps: (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of
alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(7) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

(8) Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

(9) Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally assisted construction sub agreements.

(10) Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

(11) Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205).

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(12) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(13) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

(14) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

(15) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

(16) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

64. GENERAL AFFIRMATIONS – TEXAS GENERAL LAND OFFICE (GLO)
To the extent they apply, affirms, and agrees to the following, without exception:

1. represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither nor the firm, corporation, partnership, or institution represented by , or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as .

2. If the Contract is for services, shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

3. Under Section 231.006 of the Family Code, the vendor or applicant [] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

4. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. certifies it has submitted this information to the GLO.

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5 If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.

6. Pursuant to Section 2155.003 of the Texas Government Code, represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.

7. Payments due under the Contract shall be directly applied towards eliminating any debt or delinquency owes to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

8. Upon request of the GLO, shall provide copies of its most recent business continuity and disaster recovery plans.

9. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, certifies that it does not employ an individual who has been employed by The GLO or another agency at any time during the two years preceding the 's submission of its offer to provide consulting services to the GLO or, in the alternative, , in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

10. If the Contract is not for architecture, engineering, or construction services, except as otherwise provided by statute, rule, or regulation, must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.

11. If the Contract is for architecture, engineering, or construction services, subject to Texas Government Code, Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.

    a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the 's claim for breach of contract cannot be resolved by the parties in the ordinary course of business, may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against the as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The

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notice must state with particularity: (1) the nature of the alleged breach; (2) the amount the seeks as damages; and (3) the legal theory of recovery.

b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with the in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.

c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the agreement or settlement to writing and each party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a party's rights under this Contract as to the parts of the claim that are not resolved.

d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the parties agree in writing to an extension of time, the parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is the 's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the parties are unable to resolve their disputes as described in this section.

e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.

f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.

12. If Texas Government Code Chapter 2270 prohibiting state contracts with companies boycotting Israel applies to and this Contract, then verifies it does not boycott Israel and will not boycott Israel during the term of this Contract.

13. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. understands that all obligations of the GLO under this Contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

14. certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

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

16. represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.

17. Pursuant to Section 2155.004(a) of the Texas Government Code, certifies that neither nor any person or entity represented by has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit from providing free technical assistance.

18. represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

19. If the Contract is for professional or consulting services governed by Texas Government Code Chapter 2254, represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the Contract, were former employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the Contract.

20. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the GLO.

21. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, , TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

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22. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, , TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO 'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO , OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

23. TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR 'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF 'S PERFORMANCE UNDER THE CONTRACT. AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.

24. has disclosed in writing to the GLO all existing or potential conflicts of interest relative to the performance of the Contract.

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25. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

26. understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, shall make any information created or exchanged with the State/GLO pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State or the GLO.

27. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of and legally empowered to contractually bind to the terms and conditions of the Contract and related documents.

28. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

29. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

30. certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.

31. expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, represents and warrants to the GLO that any technology provided to the GLO for purchase pursuant to this Contract is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology,

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of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

32. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

33. Pursuant to Section 572.069 of the Texas Government Code, certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

34. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. shall report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO's Fraud Reporting hotline at (877) 888-0002.

35. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and agrees that the Contract can be terminated if knowingly or intentionally fails to comply with a requirement of that subchapter.

36. If, in its performance of the Contract, has access to a state computer system or database, must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. must verify in writing to the GLO its completion of the cybersecurity training program.

37. Under Section 2155.0061, Texas Government Code, certifies that the entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

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65. SECTION 231.006, FAMILY CODE/DELINQUENT CHILD SUPPORT

Pursuant to Title 5, Section 231.006 of the Texas Family Code, as applicable, Bidder certifies that it, including all of its principals, is/are current in child support payments and that it is eligible to receive payments from State funds under a contract for property, materials, or services. Bidder acknowledges and agrees that if it is awarded this contract, then the ensuing agreement may be terminated, and payment withheld if this certification is inaccurate. Finally, by the submission of its Bid, the Bidder certifies that it has included the names and social security numbers of each person with at least 25% ownership interest in Bidder within its response to the request for Bid and that all such persons are current in child support payments.

66. ANTITRUST

Pursuant to 15 U.S.C. § 1, et seq., and Texas Business and Commerce Code, Chapter 15, Contractor, by the submission of its Bid, certifies that neither Contractor nor any natural person, proprietorship, firm, corporation, partnership, association, or institution represented by Contractor or anyone acting for such natural person, proprietorship, firm, corporation, partnership, association, or institution has violated any Federal or State antitrust laws or communicated the nature of the offer, directly or indirectly, to any competitor or other person engaged in a similar line of business.

67. LABOR STANDARDS

On contracts funded under a federal grant: Bidder acknowledges that the contract to be awarded pursuant to this solicitation is on a grant program funded with Federal funds. Bidder shall comply with the requirements of 29 CFR Part 5 and Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity", Copeland, "Anti-Kickback" Act (40 U.S.C. 3145, 29 C.F.R. Part 3), the Davis-Bacon and Related Acts (40 U.S.C. 3141-3148, 29 C.F.R. Parts 1,3, and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement. Bidder is also responsible for ensuring that all subcontractors comply with the requirements of 29 CFR Part 5 and Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity", Copeland "Anti-Kickback" Act, the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement.

Contractor is encouraged to use local labor, but not at the expense of poor workmanship and higher cost. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Contractor agrees to post in a conspicuous place a notice setting forth provisions of this non-discrimination clause.

68. PROCUREMENT STANDARDS - 2 C.F.R. §§ 200.317 – 200.326 & 2 C.F.R. PART 200, APPENDIX II

The Office of Management and Budget (OMB) revised the Uniform Guidance for grants (2 C.F.R. part 200) on August 13, 2020. This was the first major updating of the Uniform Guidance since 2014.

Effective Date:

- The full suite of changes became effective November 12, 2020. They will apply to all new Grants to States awards issued after that date, including the FY2021 awards.

Procurement:

New provisions for procurements by States (2 C.F.R. § 200.317):

When procuring property and services under an award, a State will continue to follow the same policies and procedures it uses for procurement from its non-Federal funds. A State must now also comply with §§ 200.321

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(contracting with small and minority businesses, women's business enterprises, and labor surplus area firms) and 200.322 (domestic preferences for procurements); and continue to comply with § 200.323 (procurement of recovered materials).

New provisions for all other non-Federal entities, including subrecipients of a State:

The OMB explains in the Aug. 13, 2020, Federal Register notice for the Uniform Guidance revisions, the following changes were made to 2 C.F.R § 200.320 (methods of procurement):

- The procurement types are now grouped into three categories:

  (1) Informal (micro-purchase, small purchase);

  (2) Formal (sealed bids, proposals); and

  (3) Non-Competitive (sole source).

The micro-purchase threshold is raised from $3,500 to $10,000. Micro-purchase thresholds higher than $10,000 are based on certain conditions that include a requirement to maintain records for threshold up to $50,000 and a formal approval process by the Fed. Govt. for threshold above $50,000.

More specifically, for Grants to States:

(1) the subrecipient may self-certify an increase of the micro-purchase threshold up to $50,000 (based on certain requirements).

(2) micro-purchase thresholds higher than $50,000 must be approved by the cognizant agency for indirect costs. (for details, see 2 C.F.R § 200.320 (a) (1) (iii) and (iv)).

The simplified acquisition threshold is raised from $150,000 to $250,000.

Two contract clauses were added to Appendix II of 2 C.F.R. Part 200. In addition to the previous contract clauses contained in the 2014 version of Appendix II of 2 C.F.R. Part 200, FEMA award recipient and subrecipient contracts and purchase orders must now include contract provisions for *Domestic Preferences for Procurements* (2 C.F.R. 200.322) and the *Prohibition on Contracting for Covered Telecommunications or Services* (2 C.F.R. 200.316)

2 C.F.R. § 200.317. Procurements by states.

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§ 200.318 General procurement standards through 200.326 Contract provisions.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 20313

2 C.F.R. § 200.318. General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

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(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)

(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also § 200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

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(j)

(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015; 80 FR 45395, July 30, 2015

2 C.F.R. § 200.319. Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

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(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014

2 C.F.R. § 200.320. Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms

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and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

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(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015

2 C.F.R. § 200.321. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

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2 C.F.R. § 200.322. Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014

2 C.F.R. § 200.323. Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.324. Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

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(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.325. Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

69 FR 26280, May 11, 2004; 78FR 78608, Dec. 26, 2013, unless otherwise noted

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2 C.F.R. § 200.326. Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise note

2 C.F.R. Part, 200, Appendix II

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are

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unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014

DOMESTIC PREFERENCES FOR PROCUREMENTS *(All State and non-State entity purchase orders must adhere to the following)*

§ 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

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(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS OR SERVICES
(Effective August 13, 2020 for new, extended, or renewed procurements under all open FEMA awards)

§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(c) See also § 200.471.

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69. PROCUREMENT LAWS

a. Bidder shall comply with all applicable local, State. and Federal laws, rules, and regulations.

b. If this contract is made pursuant to a federal award, then Contractor acknowledges that the contract is subject, without limitation, to applicable provisions within 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Contractor shall comply with applicable provisions within 2 C.F.R., Sections 200.319 through 200.326, including but not limited to the following:

1.) **Equal Employment Opportunity**, 41 C.F.R. Part 60-1.4(b) (applicable to federally assisted construction contracts).

(a) During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national original, disability, or veteran status. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national original, disability or veteran status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national original, disability, or veteran status.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to contractor's books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering

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agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2.) **Small and minority business, women's business enterprises, and labor surplus area firms (2 C.F.R. § 200.321).** The County is required to take affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. This includes requiring the prime contractor, if subcontracts are to be let in the performance of this contract, to itself take affirmative steps in letting the subcontract. Accordingly, if subcontracts are to be let in the performance of this contract, the contractor must take affirmative steps in the letting of the subcontract(s), which must include:

(a) placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(b) assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(c) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; and
(d) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

In accordance with FEMA procurement guidance:

A small business is a business that is independently owned and operated, not dominant in the field of operation in which it is bidding on Galveston County contracts and qualified as a small business under the Small Business Administration criteria and size standards at 13 C.F.R. Part 121.

A women's business enterprise is a business enterprise that is: (a) at least 51 percent owned by one or more women or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women; and (b) whose management and daily operations are controlled by one or more women.

A minority business is a business that is (a) at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority group members; and (b) whose management and daily operations are controlled by one or more minority group members.

3.) **Davis-Bacon Act as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of $2,000 must include a provision for compliance with the Davis-Bacon Act as supplemented by the Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractor must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity (the County) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be condition upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contract must also include a provision for compliance with the Copeland Anti-Kickback Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

4.) **Compliance with the Copeland "Anti-Kickback" Act.** Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which the person is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. "Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of

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any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title [Title 18, U.S.C.] or imprisoned not more than five years, or both." 18 U.S.C. § 874.

(a) Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(b) The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal awarding agency may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(c) Breach. A breach of the contract clause above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

5.) **Contract Work Hours and Safety Standards Act.**

(a) Where applicable, all contracts awarded by the County in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by the Department of Labor regulations at 29 C.F.R. Part 5. Under 40 U.S.C. § 3702 of the Contract Work Hours and Safety Standards Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.S. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or material or articles ordinarily available on the open market, or contractors for transportation or transmission of intelligence.

(b) Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this subsection the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this subsection, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this subsection.

(3) Withholding for unpaid wages and liquidated damages. The awarding Federal agency, State agency, or the County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy

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any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this subsection.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this subsection and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this subsection.

6.) **Rights to Inventions Made Under a Contractor Agreement.**

(a) If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(b) Stafford Act Disaster Grants. This requirement does not apply to Public Assistance, Hazard Mitigation Grant Program, Crisis Counseling Assistance and Training Grant program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

(c) The regulations and 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7.) **Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act 933 U.S.C. §§ 1251-1387), as amended.**

(a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq., and agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Contract Act, as amended, 33 U.S. C. § 1251, et seq.

(b) The contractor agrees to report each violation of the Clean Air Act and/or the Federal Water Pollution Control Act to the Federal awarding agency, the State agency administering the grant, and the Regional Office of the Environmental Protection Agency (EPA) and understands and agrees that the Federal awarding agency, the State agency, and the EPA will, in turn, report each violation as required to assure notification to Galveston County, the Federal Emergency Management Agency, and the appropriate EPA Regional Office.

8.) **Debarment and Suspension (Executive Orders 12549 and12689).** A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 and 12689. The Contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Contractor must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Bidder agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C, and 2 C.F.R. Part 3000, Subpart C, while this offer is

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valid and through the period of any contract that may arise from this offer. The Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9.) **Domestic Preferences for Procurements (2 C.F.R. § 200.323)**
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(c) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10.) **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. (2 C.F.R. § 200.216)**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(2) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R.

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200.216, 200.327, 200.471, and Appendix II to C.F.R. Part 200, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

11.) **Procurement of Recovered Materials (2 C.F.R. § 200.323)**

(a.) A non-Federal entity that is a State agency or agency of a political subdivision of the State and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Public Law No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962).

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b.) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;
(2) Meeting contract performance requirements; or

(3) At a reasonable price.

(e) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, http://www.epa.gov/cpg/. The list of EPA-designated items is available at https://www.epa.gov/cpg/products.htm.

In the event of any discrepancy between the provisions in this Section 63 of General Provisions and provisions on the same subject elsewhere within this procurement, the most stringent shall control.

70. SECTION 3 CLAUSE (§ 135.38) – HOUSING AND URBAN DEVELOPMENT (HUD)

SECTION 3 ACT OF 1968 (12 U.S.C. 1701u and 24 CFR Part 135)

DISCLAIMER: THIS CONTRACT [IS NOT] HUD-FUNDED AND THEREFORE SECTION 3 [DOES NOT] APPLY TO THIS CONTRACT.

For any HUD-funded contract with a value in excess of $100,000, Contractor and subcontractors must comply with the Section 3 Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who

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are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for new employment, contracting, or training opportunities.

For any Section 3 Covered Contracts, Contractor and subcontractors must comply with all provisions of the Section 3 Act of 1968, contained under 24 CFR 135. Contractor and subcontractors must include the Section 3 Clause in its entirety, in every subcontract subject to compliance with regulations in 24 CFR 135.
Contractor and subcontractors must assure that to the greatest extent feasible, contracts for work to be performed in connection with the project are awarded to Section 3 Business Concerns. Contractor and subcontractors must post all new hire opportunities with the local Workforce Solutions Center and/or Work-in-Texas, in accordance with 24 CFR 135. The minimum numeric goals for Section 3 utilization are:

- 30 percent of total number of new hires are Section 3 Residents (i.e. 1 out of 3 new hires); 10 percent of all awarded construction contracts are awarded to Section 3 Business Concerns;
- 3 percent of all awarded non-construction contracts are awarded to Section 3 Business Concerns.

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

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F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and sub contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section

71. REQUIRED CONTRACT PROVISIONS

The Part 200 Uniform Requirements require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 — "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards." Violations of law will be referred to the proper authority in the applicable jurisdiction. All Prime Contractors awarded contracts by Galveston County which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with Galveston County are required to include the provisions below in any contracts executed with subcontractors performing the scope of work and shall pass these requirements on to its subcontractors and third-party contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or Galveston County, all contracts made by Galveston County under the Federal award shall contain provisions covering the following, as applicable.

ACCESS TO RECORDS & RECORD RETENTION (2 CFR 200.336)

Contractor must provide Galveston County, the State of Texas, the Texas General Land Office (GLO), the U.S. Department of Housing and Urban Development (HUD), the FEMA Administrator, the Inspectors General, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of the Contractor and its subcontractors which are directly pertinent to this contract/project for the purposes of making/responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. Contractor must keep records within Galveston County or note in bid that records will be available within the boundaries of Galveston County to those representatives within twenty-four (24) hours of request by the County. Contractor must maintain all records pertaining to the project for seven (7) years after receiving final payment and after all other pending matters have been closed.

ACCESSIBILITY (24 CFR 570.614) & SECTION 504 (29 U.S.C. Section 794 and 24 CFR Parts 8-9)

Contractor shall comply with all federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities. Applicable laws and regulations with which Contractor shall comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9); Title II of the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157); the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6); the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225); Texas Administrative Code, Title 10, Chapter 60, Subchapter (B) the Texas Architectural Barriers Act (TABA); the Architectural Barriers (AB) Rules; and the Texas Accessibility Standards (TAS).

BYRD ANTI-LOBBYING AGREEMENT (2 CFR 200 APPENDIX II (J) AND 24 CFR 570.303)

Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the contract term funding to contract exceeds $100,000.00, the Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any

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lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

CIVIL RIGHTS ACT OF 1964 (Title VI 42 U.S.C. § 2000d)
Title VI of the Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), prohibits Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, or disability. The provisions require that no person in the United States shall on the ground of race, color, religion, national origin, sex, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to these Acts.

For purposes of this Part "program or activity" is defined as any function conducted by an identifiable administrative unit of the recipient, or private Contractor receiving community development funds or loans from the recipient. "Funded in whole or in part with community development funds" means that community development finds in any amount in the form of grants or proceeds from HUD guaranteed loans have been transferred by the recipient or a subrecipient to an identifiable administrative unit and disbursed in a program or activity. A Contractor may not, under any program or activity to which the regulations of this Part may apply directly or through contractual or other arrangements, on the grounds of race, color, national origin, or sex:

a. Deny any facilities, services, financial aid or other benefits provided under the program or activity;

b. Provide any facilities, services, financial aid or other benefits, which are different, or are provided in a different form from that provided to others under the program or activity;

c. Subject to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit under the program or activity;

d. Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity;

e. Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity; and

f. Deny an opportunity to participate in a program or activity as an employee.

CLEAN AIR ACT (2 CFR Appendix II to Part 200 (G))
Pursuant to 2 CFR Appendix II to Part 200 (G), if at any time during the contract term funding to contract exceeds $150,000, the Contractor must comply with all provisions of the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contractors securing a contract in excess of $150,000.00 shall not expend such funds by making use of subcontracting with facilities included on the Environmental Protection Agency List of Violating Facilities as per Section 306 of the Clean Air Act, Section 508 of The Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR.
For any subcontractors under this contract receiving contracts in excess of $150,000 Contractor is required to include a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 85) and Section 308 Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR Appendix II to Part 200 (E))
Pursuant to 2 CFR 200 Appendix II (E), if at any time during the contract term funding to contract exceeds $100,000, the Contractor must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence

(1) Overtime Requirements – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

COPELAND "ANTI-KICKBACK" ACT (40 U.S.C. 3145)
Pursuant to 2 CFR Appendix II to Part 200 (D), Contractor must comply with the provisions of the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each vendor, contractor, subcontractor, or subrecipient shall be prohibited from

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inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Galveston County shall report all suspected or reported violations to the Federal awarding agency.

COST PLUS CONTRACTING PROHIBITED (2 CFR 200.323(D))
Cost-plus-a-percentage-of-cost (CPPC) contracts are prohibited by 2 CFR 200.323(d). The cost plus a percentage of cost and percentage of construction cost methods of contracting must never be used, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.

A cost-plus-a-percentage-of-cost (CPPC) contract is a contract containing some element that obligates Galveston County or Contractor to pay a contractor or subcontractor an amount (in the form of either profit or cost), undetermined at the time the contract was made, to be incurred in the future, and based on a percentage of future costs. The inclusion of an overall contract ceiling price does not make these forms of contracts acceptable. This type of contract is prohibited because there is no incentive for the contractor or subcontractor to keep its incurred costs low. Instead, there is a reverse incentive for the contractor or subcontractor to continue to incur additional costs in order to continue to drive the percentage of cost up. In other words, increased spending by the contractor will yield higher profits. This prohibition applies to all work, regardless of the circumstances, and applies to subcontracts of the contractor cases where the prime contract is a cost-reimbursement type contract or subject to price redetermination.

DAVIS BACON AND RELATED ACTS (2 CFR 200 APPENDIX II (D))
Pursuant to 2 CFR 200 Appendix II (D), for any contract in excess of $2,000, Contractor must comply with the Davis Bacon and Related Acts, and the requirements shall be applicable to any labor or mechanic work completed in connection with this contract which fall under the Davis Bacon Act. Any Contractor awarded under this contract is required to comply with the Davis Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). In accordance with the statute, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

If Davis Bacon is applicable, Galveston County will provide a copy of the current Davis Bacon Wage Decision with the solicitation. The decision to award a contract or subcontract shall be conditioned upon the acceptance of the wage determination. Contractor shall submit certified payroll of contractor and all subcontractors on a weekly basis in the format required by the County. At County's request, Contractor shall make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii)) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following. The Statement of Compliance can be found on page 2 of the WH-347 form, and/or additional certifications of compliance may be required by Galveston County. Any Statement of Compliance is

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subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing the statement should have knowledge of the facts represented as true. Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Galveston County shall report all suspected or reported violations to the Federal awarding agency, as applicable.

DEBARMENT / SUSPENSION AND VOLUNTARY EXCLUSION (2 CFR Appendix II to Part 200 (I))
Pursuant to 2 CFR Appendix II to Part 200 (I), a Contract meeting the definition in 2 C.F.R. § 180.220 must not be made to parties listed on the System for Award Management (SAM) Exclusion lists, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Executive Orders 12549 and 12689, a contract award shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. A contract award must not be made to parties listed in the SAM Exclusions. SAM exclusions can be accessed at www.sam.gov.

Additionally, no contracts shall be awarded to any Contractor that has been debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted.

This contract is a covered transaction for purposes of compliance with Title 2 C.F.R. parts 180 and 3000, and as such the Contractor is required to verify that none of the contractor, its principals (as defined at 2 C.F.R. § 180.995), or its affiliates (as defined at 2 C.F.R. § 180.905) are excluded (as defined at 2 C.F.R. § 180.940) or disqualified (as defined at 2 C.F.R. § 180.935). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities (See 2 C.F.R Part 200, Appendix II). The Contractor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C and shall include this requirement and similar certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

The Contractor confirms that it is eligible or otherwise not disqualified or prohibited from participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension. Additionally, the Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the following: Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Galveston County reserves the right to verify any contractor's status and document instances of debarment, suspension, or other ineligibility.

Contractor shall verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. The Contractor further must notify Galveston County in writing immediately if Contractor or its subcontractors are not in compliance with Executive

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Order 12549 during the term of this contract. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

If it is found that the Contractor did not comply or is not in compliance with Executive Order 12549 (2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C), the Contractor may be subject to available remedies, including but not limited to, refunding Galveston County for any payments made to the Contractor while ineligible, and also acknowledges that the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

EQUAL EMPLOYMENT OPPORTUNITY (41 CFR 60-1.4(b) and 2 CFR 200 APPENDIX II (C))
Contractor must comply with, and incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the Equal Employment Opportunity provisions as follows:
During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit

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access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate legal proceedings. Contractor must include the equal opportunity clause in each of its nonexempt subcontracts, and to require all non-exempt subcontractors to include the equal opportunity clause in each of its nonexempt subcontracts.

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EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES (48 CFR 52.22236)
During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for Workers with Disabilities provisions.

Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

a. Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

b. Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

EQUAL EMPLOYMENT OPPORTUNITY FOR VEVRAA PROTECTED VETERANS (41 CFR 60.300)
Galveston County is an equal opportunity employer of protected veterans. During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions. Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

a. The definitions set forth in 41 CFR 60-300.2 apply to the terms used throughout this Clause, and they are incorporated herein by reference.

b. The contractor shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active-duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as "protected veteran(s)") in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:

i Recruitment, advertising, and job application procedures.

ii Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.

iii Rates of pay or any other form of compensation and changes in compensation.

iv Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.

v Leaves of absence, sick leave, or any other leave.

viFringe benefits available by virtue of employment, whether or not administered by the contractor.

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vii Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.

viii Activities sponsored by the contractor including social or recreational programs.

ix Any other term, condition, or privilege of employment.

c. The contractor shall immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, contractors must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately run job service or exchange will satisfy the contractor's listing obligation if the privately run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.

d. Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

e. Whenever a contractor, other than a state or local governmental contractor, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) It is a Federal contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The contractor shall also provide to the employment service delivery system the name and location of each hiring location within the state and the contact information for the contractor official responsible for hiring at each location. The "contractor official" may be a chief hiring official, a Human Resources contact, a senior management contact, or any other manager for the contractor that can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the contractor uses any external job search organizations to assist in its hiring, the contractor shall also provide to the employment service delivery system the contact information for the job search organization(s). The disclosures required by this paragraph shall be made simultaneously with the contractor's first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the disclosures change since it was last reported to the employment service delivery system location, the contractor shall provide updated information simultaneously with its next job listing. As long as the

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contractor is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent contracts. The contractor may advise the employment service delivery system when it is no longer bound by this contract clause.

f. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.

g. As used in this clause:

   i. All employment openings include all positions except executive and senior management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.

   ii. Executive and senior management means: (1) Any employee (a) compensated on a salary basis at a rate of not less than $455 per week (or $380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities; (b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.

   iii. Positions that will be filled from within the contractor's organization means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.

h. The contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

i. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

j. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans. The contractor must ensure that

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applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers that can access the electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

k. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of VEVRAA and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans.

l. The contractor will include the provisions of this clause in every subcontract or purchase order of $100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.

m. The contractor must, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.

n. The Contractor shall forfeit as a penalty to the County who administers the subject Project receiving Federal assistance, Sixty Dollars ($60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor under him/her.

o. All contractors shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers.

FAIR LABOR STANDARDS ACT
Contractor must comply the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this contract. The Contractor warrants that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

FLOOD DISASTER PROTECTION ACT OF 1973 (24 CFR 570.605)
Contractor must comply with the provisions in 24 CFR 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and the regulations in 44 CFR Parts 59-79.

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GREEN BUILDING STANDARDS

At a minimum, Contractors and subcontractors must comply with local codes and any applicable national building codes for any work involving rehabilitation or construction, including design. When a contract is funded, in whole or in part, by HUD funding, Contractors must comply with applicable Green Building standards to the maximum extent feasible. Green Building standards may apply to single-family properties, multifamily properties, or both and may include, but are not limited to best practices defined under LEED, Enterprise Green Communities, or NAHB National Green Building Standards and may include specific measures for water conservation, energy efficiency, and indoor air quality. Contractor and subcontractors must comply with the following standards, as applicable:

- 2009 ICC International Energy Conservation Code (IECC)
- ASHRAE 90.1-2007, which sets minimum energy standards for buildings except low-rise residential buildings
- ASHRAE 62.1-2010 and 62.2-2010, which set minimum standards for ventilation for indoor air quality for common areas in mid- and high-rise buildings, and low-rise residential buildings, respectively.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.
- Moderate residential housing rehabilitation, when funded by CDBG-DR grants, must comply with the Community Planning & Development (CPD) Retrofit Checklist and provide Energy Star appliances, Water Sense or FEMP products if replaced.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.

HOLD HARMLESS AGREEMENT

Contractor shall indemnify, defend, and hold harmless Galveston County from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this Invitation for Bids, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this Invitation to Bid. Certification of such coverage must be provided to the County upon request.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

LEAD-BASED PAINT (24 CFR 570.608)

Contractor and subcontractors must comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Contract, which relate to residential structures.

NON-COLLUSION (The Sherman Act)

Contractor must comply with the requirements of The Sherman Act, which prohibit collusion. Collusion occurs when two persons or representatives of an entity or organization make an agreement to deceive or mislead another. Such agreements are usually secretive and involve fraud or gaining an unfair advantage over a third party, competitors, consumers or others with whom they are negotiating. The collusion, therefore, makes the bargaining process inherently unfair. Collusion can involve promises of future benefits, price or wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties.

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The Sherman Act prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony. Contractor shall not in any way, directly or indirectly:

a. Collude, conspire, or agree with any other person, firm, corporation, Bidder or potential Bidder to the amount of this Bid or the terms or conditions of this Bid.

b. Pay or agree to pay any other person, firm, corporation Bidder or potential Bidder any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Bid or the Bid of any other Bidder.

c. Assemble in coordination with any other organization in an attempt to fix the price of the work.

Contractors are expected to report any suspected fraud, collusion, or impropriety from the inception of solicitation through the end of the contract term.

NON-SEGREGATED FACILITIES
"Prohibition of Segregated Facilities"

a. Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

   Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

b. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

c. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES (2 CFR 200.321)
Contractor must comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors must take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBEs) to assure that MWBEs are used when possible. These affirmative steps shall include:

A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

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E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service-Disabled Veteran, who resides in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE). Contractors who wish to check the status of a firm may visit https://comptroller.texas.gov/purchasing/vendor/hub/.

Contractors and subcontractors are required to facilitate Minority & Women-Owned Business Enterprise participation. Contractors are encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching https://comptroller.texas.gov/purchasing/vendor/hub/.

Contractor and subcontractors must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract.

POTENTIAL CONFLICTS OF INTEREST

Pursuant to 2 CFR 200.112, Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Contractor becomes aware of facts that require the statement to be filed.

This law requires persons desiring to do business with the County to disclose any gifts valued in excess of $250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Galveston County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

An outside consultant or contractor is prohibited from submitting a bid for services on a Galveston County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venture or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Galveston County.

PREVAILING WAGES (2 CFR 200 APPENDIX II (D) and TGC 2258)

Pursuant to 2 CFR 200 Appendix II (D), Contractor must comply with Texas Government Code (TGC) 2258, Prevailing Wage Rates. Accordingly, Contractor must submit a certified payroll records as required, and compensate any worker employed on a public works project not less than as applicable. As noted under "Davis Bacon and Related Acts", when required by Federal program legislation, construction contracts in excess of $2,000 awarded by Galveston County shall require compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor must pay wages to laborers and mechanics at a rate not less than the local prevailing wages, or Davis Bacon wages, as applicable. If both Texas prevailing wages and Davis Bacon provide rates for a particular class, Contractors must pay the greater wage rate. In addition, Contractor must pay wages not less than once a week.

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In compliance with Section 2258 of the Texas Government Code, Contractor and any subcontractor hired by Contractor for the construction of any project, shall pay not less than the rates set forth in the Schedule of Prevailing Wages attached and incorporated by reference. In submitting a Bid, Contractor warrants that it and its subcontractors shall comply with all requirements and worker ratios per the applicable Schedule of Prevailing Wages and Texas state law.

Contractor must submit certified payroll of contractor and all subcontractors on a weekly basis. At County's request, Contractor must make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents. Regardless of whether Davis Bacon or Texas Prevailing Wages apply, the County reserves the right for its agents to visit the project site and to interview contractor, its subcontractors and employees of each on any date or time, as often as desired during the construction period, without prior notification.

Galveston County will ascertain if proper wage rates are being paid to the employees as required. In the event of a discrepancy between the work performed and the wages paid, the County shall document same and notify Contractor. If, for any length of time and as determined by Galveston County, discrepancies appear between the certified payrolls and the actual wage paid, the County shall require check stubs to be attached to each weekly certified payroll. Pursuant to Texas Government Code Section 2258.051, the County reserves the right to withhold any monies due Contractor until such discrepancy is resolved and the necessary adjustment made. The Contractor shall forfeit as a penalty, in accordance with Texas Government Code Section 2258.023(b), to the County or entity who administers the subject Project receiving Federal assistance, Sixty Dollars ($60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor/subcontractor under him/her.

All contractor/subcontractor shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers. Contractor shall impose these same obligations upon its Subcontractors. Contractor understands that with weekly or monthly certified payrolls, contractor is responsible for any and all penalties that shall accrue during the month, regardless of the fact that any error could not be discovered by the Contract Compliance Officer until the following certified payroll.

PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)

Pursuant to 2 CFR 200.322, Contractor must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). As such, any contractors awarded under this contract opportunity is subject to the requirements of Section 6002, which include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of the Contractor and its subcontractors pertaining to any matter resulting from the contract.

RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS CERTIFICATION

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b. Definitions. The definitions pertaining to this provision are those that are set forth on the clause entitled "Restrictions on Public Works Projects." (Set out under "Contract Clauses" below.)

c. Certification. Except as provided in paragraph (C) of this provision, by submission of its bid or proposal, Bidder certifies that it:

i. Is not a Contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) (see paragraph (H) of this provision);
ii. Has not or will not enter into any subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR, and
iii. Will not provide any product of a country included on the list of foreign countries that discriminate against the U.S. firms published by the USTR.

d. Inability to certify. A Bidder unable to certify in accordance with paragraph (b) of this provision shall submit with its offer a written explanation fully describing the reasons for its inability to make the certification.

e. Applicability of 18 U.S.C. 1001. This certification is paragraph (B) of this provision concerns a matter within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 U.S.C. 1001.

f. Notice. Bidder shall provide written notice to the Contracting Officer if, at any time before the contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

g. Restrictions on contract award. Unless a waiver to these restrictions is granted by the Secretary of Housing and Urban Development, no contract will be awarded to a Bidder (1) who is owned or controlled by a citizen or national of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, (2) whose subcontractors are owned or controlled by citizens or national of a foreign country on the USTR list or, (3) who incorporates any product of a foreign country on the USTR list in the public works project.

h. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add countries to the list, and remove countries from it, in accordance with section 109 (C) of PUB. L. 100-202.

RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS

a. Definitions. "Component", as used in this clause, means those articles, materials, and supplies incorporated directly into the product. "Contractor or subcontractor of a foreign country," as used in this clause, means any Contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:

i. If 50 percent or more of the Contractor or subcontractor is owned by a citizen or a national of the foreign country;

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ii. If the title to 50 percent of more of the stock of the Contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country.

iii. If 50 percent or more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country; iv. In the case of a partnership, if any general partner is a citizen of the foreign country;

v. In the case of a corporation. If its presidents or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or

vi. In case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (A) 1 through 5 of this clause. "Product", as used in this clause, means construction materials, i.e. articles, materials and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, Galveston County will consider a product as produce in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

b. Restrictions. The Contractor shall not (1) knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (see paragraph (C) of this clause, or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.

c. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add other countries to the list, or remove countries from it, in accordance with section 109 (C) of PUB. L. 100-102.

d. Certification. The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.

e. Subcontractors. The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (E) shall also be incorporated in all subcontracts.

RIGHTS TO INVENTIONS (2 CFR Appendix II to Part 200 (F))
Any discovery or invention that arises during the course of the contract shall be reported to Galveston County. This clause requires the Contractor to disclose promptly inventions to the County (within 2 months) after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The awarding agency shall determine

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how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

If the Federal award meets the definition of "funding agreement" under 37 C.F.R. §.401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of Title 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 (24 CFR 570.602)
Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

TERMINATION FOR CAUSE & CONVENIENCE (2 CFR Appendix II to Part 200 (A) and (B))
Pursuant to 2 CFR Appendix II to Part 200 (A), Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
Pursuant to 2 CFR Appendix II to Part 200 (B), all contracts in excess of $10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. Galveston County shall have the right to terminate this contract for cause and convenience.

In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Contract, Galveston County may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by County related to this default. Such termination is in addition to and not in lieu of any other remedies that Galveston County may have in law or equity. Administrative remedies for nonperformance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. Galveston County may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors.

Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney's Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. Galveston County and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the County or the State of Texas of the right to seek redress in a court of law.

Termination provisions are included in the Contract Requirements & Payment, Section VIII, portion of this IFB.

WHISTLEBLOWER PROTECTION ACT

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Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

72. NON-EXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS – (GLO)
If applicable to the Project, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations. Provider and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY
The Acts and Regulations specified in this Contract;

Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56);
The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 et seq.);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual; and State of Texas Plan for Disaster Recovery: Hurricane Harvey – Round 1, dated April 6,2018, as amended.

CIVIL RIGHTS
Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, et seq.);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. §3601, et seq.), as amended;

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Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Provider to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS
The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145): 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and
Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES
Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u): 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

GRANT AND AUDIT STANDARDS
Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT
Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

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HISTORIC PROPERTIES
The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, et seq.), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, et seq.), particularly section 3 (16 U.S.C. §469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES
Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION
Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT
The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, et seq.), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS
The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), et seq., and 21 U.S.C. §349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES
The Endangered Species Act of 1973 (16 U.S.C. § 1531, et seq.) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS
The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, et seq.) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY
The Clean Air Act (42 U.S.C. § 7401, et seq.) as amended, particularly sections 176(c) and (d) (42 U.S.C. §7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION
Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, et seq.) particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and,

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Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS
Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

ENVIRONMENTAL JUSTICE
Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT
Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. §570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS
Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION
The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, et seq.), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

FAITH-BASED ACTIVITIES
Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

73. SPECIAL CONDITIONS – TEXAS GENERAL LAND OFFICE (GLO)
If applicable to a Project or Activity, Subrecipient must be in compliance with the following Special Conditions and any other State, Federal, or local laws, rules, and regulations as may be applicable, throughout the term of the Contract, prior to the release of any grant funds for the Projects or Activities anticipated.

Subrecipient is deemed to have read and to understand the requirements of each of the following, if applicable to the Project or any Activity under this Contract:

A. REIMBURSEMENT, GENERALLY
As provided for in Public Law 115-56, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Subrecipient shall ensure compliance with all such requirements.

B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE
(1) Subrecipient must provide documentation which indicates they have received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Subrecipient to be eligible to participate in the NFIP have been adopted.

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(2) Where Activities specified in a Performance Statement, involve structures that are located in Special Flood Hazard Areas (SFHA), flood insurance may be required, and Subrecipient shall obtain such insurance, and shall maintain documentation evidencing compliance with such requirements.

(3) Subrecipient acknowledges and agrees that if any property that is the subject of an Activity under this Contract located within a floodplain, that the following terms and conditions shall apply:

a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001-4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:

i. The community in which the area is situated is participating in the National Flood Insurance Program ("NFIP") (44 CFR parts 59 through 79), or less than one (1) year has passed since the FEMA notification regarding such hazards; and

ii. The community is participating in the NFIP, or that flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.

b. Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Subrecipient is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.

c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 515a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for flood damage to any personal, residential, or commercial property if:

i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and

ii. The person failed to obtain and maintain flood insurance.

d. Subrecipient understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

C. PROJECT MAPPING/DESIGN INFORMATION

For construction projects, Subrecipient shall require and maintain copies, in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

D. WATER SYSTEM IMPROVEMENTS

(1) Prior to the GLO's release of funds for the construction of any water system improvements, Subrecipient shall provide certification to the GLO that plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.

(2) Prior to construction, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served, has been issued by the TCEQ.

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(3) Prior to Subrecipient submission of the Project Completion Report for any water system improvements described in Attachment A, Subrecipient shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to 30 Texas Administrative Code, Chapter 290—Rules and Regulations for Public Water Systems.

E. SEWER SYSTEM IMPROVEMENTS

Prior to the construction of any sewer system improvements described, Subrecipient shall provide certification that plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the Texas Commission on Environmental Quality (TCEQ) review requirements described in 30 Texas Administrative Code, Chapter 217, Subchapter D.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Subrecipient shall provide notification of the start of construction on any sewer treatment plant of other system-related improvements included in this Contract.

F. WASTEWATER TREATMENT CONSTRUCTION

Prior to incurring costs for any wastewater treatment construction in Attachment A, Subrecipient shall provide documentation of an approved permit or amendment(s) to an existing permit for such activities from the TCEQ's Water Quality Division.

In addition, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or equivalent permit or authority for the area to be served has been issued by the TCEQ.

G. SEPTIC SYSTEM IMPROVEMENTS

(1) Subrecipient shall provide documentation that final plans, specifications, and installation of its septic system improvements have been reviewed and approved by the City or County Health Department through authority granted by the TCEQ.

(2) Subrecipient shall mitigate all existing septic systems in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b), which states, "All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall have the wastewater removed by a waste transporter, holding a current registration with the executive director. All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall be filled to ground level with fill material (less than three inches in diameter), which is free of organic and construction debris."

(3) Prior to the selection of program recipients for proposed On-Site Sewer Facilities (OSSF), Subrecipient shall provide a copy of its proposed program guidelines to for GLO review. All proposed OSSF programs must meet or exceed guidelines set forth in 30 Texas Administrative Code Chapter 285 Subchapter D.

H. BUILDING CONSTRUCTION

Subrecipient shall provide documentation that the construction of a new building and facilities are in compliance with the Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Chapter 469, Texas Government Code, and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules, 16 Texas Administrative Code, Part 4, Chapter 68. If estimated construction costs exceed Fifty Thousand Dollars ($50,000.00), Construction Documents must be submitted to the Texas Department of Licensing and Regulation (TDLR) for an accessibility plan review.

I. BRIDGE CONSTRUCTION/REHABILITATION

Subrecipient shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction, and documentation of such approval must be provided to the GLO.

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J. DISASTER SHELTERS

Subrecipient shall ensure that the primary purpose of the facility, as described in Attachment A, is to serve as a disaster shelter, and shall ensure the facility is operated at all times in a manner that ensures that the priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that existed at the time of the disaster or emergency situation. In addition, Subrecipient shall prepare or be incorporated into an approved emergency management plan, as prescribed by the Texas Division of Emergency Management, identifying the shelter as a facility that provides short-term lodging for evacuees during and immediately after an emergency situation. Subrecipient shall submit a copy of Subrecipient's Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

K. DEBRIS REMOVAL

Subrecipient shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of cost of removal.

Prior to beginning debris collection operations, Subrecipient shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Subrecipient shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

While construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Subrecipient will prepare and operate the TDSR sites, or local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA Debris Management Guide regarding the use of TDSR sites. This document may be obtained https://www.fema.gov/pdf/government/grant/pa/demagde.pdf.

In order to maintain the life expectancy of landfills, Subrecipients disposing of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

L. USE OF BONDS

Subrecipient must notify the GLO of its issuance and sale of bonds for completion of the project funded under this Contract.

M. PROGRAM GUIDELINES

Prior to the selection of program beneficiaries, Subrecipient shall provide to the GLO, for GLO review and approval, a copy of its proposed guidelines for the program. The guidelines must meet or exceed to requirements in the Federal Registers. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 CFR 35 (HUD lead-based paint regulation).

N. AFFORDABILITY PERIODS FOR SINGLE-FAMILY HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

For single-family non-rental housing assistance provided by Subrecipient, Subrecipient shall implement the following affordability period: for rehabilitation or reconstruction of housing projects, a minimum[1] three-year affordability period guaranteed by an unsecured forgivable promissory note and for new construction housing projects, a minimum[□] five-year affordability period guaranteed by an unsecured forgivable promissory note.

O. UNSECURED FORGIVABLE PROMISSORY NOTE ("NOTE")

An unsecured forgivable promissory note shall be issued at an interest rate of zero-percent (0%). Provided that all terms and conditions contained in the Note continue to be fulfilled, a Note will be forgiven according to the following terms, as applicable, until the applicant fulfills their note requirement (the requirements are defined

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in the promissory note document): for a three-year Note, at a rate of 33 percent per year, for the first two years, and 34 percent after the third year; and for a five-year Note, at a rate of 20% per year.

(1) If the homeowner occupies the home for the full Note term, the Note expires and no repayment is required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are breached or if the property is sold, leased, transferred, or vacated by the homeowner for any consecutive thirty (30) day period during the Note term, the repayment provisions of the promissory note and DOT shall be enforced.

(2) If, during the Note term, the homeowner vacates the unit for any consecutive thirty (30) day period, the locality may forgive, as evidenced by the program director, city council, or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and the determination that the national objective of benefiting low to moderate-income persons was met.

(3) The national objective will be considered met only when the program director, city council, or county commissioners court determines that a low- to moderate-income person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. If the national objective was not achieved, Subrecipient is liable for repayment of an amount equal to the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the forgivable Note.

(4) If the property is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the DPL must be repaid by the Subrecipient from the sales proceeds. Notwithstanding the preceding, Subrecipient shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the Note or repayment of the assistance (in full or in part), the Subrecipient shall prepare and record a release of lien document in the land records of the applicable county.

(5) Monitoring of the Note is performed during and after the grant is closed. Subrecipient must utilize non-CDBG-DR funds to fulfill the monitoring obligations for its impacted recovered community.

(6) The subrecipient will maintain a list of homeowners that do not maintain flood insurance as documented in their promissory note. These applicants will not be allowed to received future assistance as outlined in Section B of this document.

P. RENTAL HOUSING REHABILIATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

The rental housing assistance will provided be provided in the following forms: for rehabilitation or reconstruction of multi-family rental projects with eight or more units, a minimum fifteen (15) year forgivable loan or grant at zero interest; and for new construction multi-family rental projects with five or more units, a minimum twenty (20) year forgivable loan or grant at zero interest. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the note will be forgiven at a rate of 5 percent per year until the applicant fulfills their note requirement (the requirements are defined in the promissory note document).

The purpose of the program is to facilitate the rehabilitation, reconstruction, and/or new construction of affordable rental housing needs within the service area of the disaster event. A minimum of 51% of the multi-family units must be restricted during the affordability period of twenty (20) years for low to moderate income (LMI) persons. The rents, at a minimum, must comply with High HOME Investment Partnership (HOME) Rents and other existing Land Use Restriction Agreement (LURA) restrictions if applicable. HOME rent limits are defined by HUD and must equal the lesser of fair market rents or 30% of the adjusted income for people earning 65% of the AMFI.

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Q. COASTAL MANAGEMENT
Subrecipient acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in 31 Texas Administrative Code, Part 16, Chapter 501.

74. ENERGY EFFICIENCY (42 U.S.C. 6201 and 2 CFR 200 APPENDIX II (H))
Contractor must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

75. LEAD AND ASBESTOS
If this request for Bid involves remediation, demolition, reconstruction, rehabilitation, repair, or construction, or other applicable activities, the Contractor shall be responsible for performing investigations of lead and asbestos containing materials, and any required lead and asbestos abatement in compliance with Federal, State, and local laws, rules, regulations, ordinances and orders, relating to lead abatement and asbestos abatement as applicable, including but not limited to the Texas Asbestos Health Protection Act, codified as Chapter 1954 of the Occupations Code; the Texas Asbestos Health Protection Regulations, located at Title 25, Part 1, Chapter 295, Subchapter C of the Texas Administrative Code; Chapter 1955 of the Texas Occupations Code (lead-based paint abatement); the Texas Environmental Lead Reduction regulations, located at Title 25, Part 1, Chapter 295, Subchapter I of the Texas Administrative Code; the federal National Emission Standards for Asbestos regulations, located at Title 40, Part 61, Subpart M of the Code of Federal Regulations, and the National Emission Standards for Hazardous Air Pollutants. Contractor shall perform such inspections, encapsulation, remediation, or other actions as required by federal, State, or local requirements in accordance with the federal Environmental Protection Agency (EPA), Texas Department of State Health Services (TXDSHS), and Texas Commission on Environmental Quality (TCEQ) requirements.

76. USE OF DHS SEAL, LOGO, AND FLAGS PROHIBITED WITHOUT PRIOR APPROVAL
Contractor must obtain permission from the U.S. Department of Homeland Security financial assistance office (DHS FAO) **prior** to using DHS seals(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard Officials.

77. FEDERAL GOVERNMENT NOT A PARTY
Contractor acknowledges that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to Galveston County, contractor, or any other party pertaining to any matter resulting from the contract.

78. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS
In contracts funded through Federal grants, Contractor acknowledges that 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements (31 U.S.C. § 3801, et seq.) and the implementing regulations thereunder, 49 C.F.R. Part 79, apply to Contractors actions pertaining to the contract.

79. ACKNOWLEDGMENT OF GOVERNMENT RECORD
Bidder acknowledges that its submission in this Request for Bids, including its Bid, certifications, affidavits, Vendor Forms (i.e., PEID, W-9, CIQ, etc.) constitutes government records under Chapter 37 of the Texas Penal Code.

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80. COMPLIANCE WITH GALVESTON COUNTY PURCHASING POLICIES AND PROCEDURES
Bidder acknowledges, by its submission in this request for bids, that it shall comply with the Galveston County Purchasing Policies & Procedures Manual approved by Order of the Galveston County Commissioners' Court on March 7, 2018.

81. ENTIRETY OF AGREEMENT AND MODIFICATION
This contract contains the entire agreement between the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this contract has no force or effect. Any subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners' Court.

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82. NOTICE

All notices or other communications required or permitted under this contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, transmitted by facsimile, or mailed certified mail, return receipt requested with proper postage affixed and addressed to the appropriate party at the following address or at such other address as may have been previously given in writing to the parties (Bidder shall provide its notice information with its Bid submission). If mailed, the notice shall be deemed delivered when actually received, or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, duly certified, return receipt requested, with proper postage affixed. If delivered in person, notice shall be deemed delivered when receipted for by, or actually received by the receiving Party. If transmitted by facsimile, notice shall be deemed delivered when receipt of such transmission is acknowledged.

To the County at:

Hon. Mark Henry,
County Judge of Galveston County
722 Moody (21st Street), Second (2nd) Floor
Galveston, Texas 77550
Fax: (409) 765-2653

With copies to:

Rufus Crowder, CPPO CPPB,
Galveston County Purchasing Agent
722 Moody (21st Street), Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7997

To the Contractor at:

End of General Provisions

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The General Provisions and the Special Provisions of this Invitation to Bid and the Exhibits attached hereto are made a part of this agreement between the Parties. In the event of a conflict between the General Provisions and the Special Provisions, the terms of the Special Provisions shall control.

***The Galveston County Purchasing Department utilized Bonfire Interactive to distribute and receive bids and proposals in an electronic format via an online portal.** Potential Bidders must register through the online portal to participate electronically.

"Walk-in" or "mailed-in" proposal submittals are still allowed, however, **Bidders are strongly encouraged to submit their proposals online via Galveston County's e-Procurement Portal located at** https://galvestoncountytx.bonfirehub.com/.

Please see Item D, SUBMISSION INSTRUCTIONS, for further details.

A. PURPOSE

The County of Galveston is seeking a vendor or vendors to supply inmate clothing and supplies for various departments within the County.

B. DEFINITIONS (As mentioned in FAR Subpart 52.2 – Text of Provisions and Clauses)
52.202-1 Definitions.

Definitions (Nov 2013)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR in effect at the time the solicitation was issued, unless—

(a) The solicitation, or amended solicitation, provides a different definition;
(b) The contracting parties agree to a different definition;
(c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
(d) The word or term is defined in FAR , for use in the cost principles and procedures

C. PROCUREMENT TIMELINE

A timeline for this solicitation and initial process is included below. Galveston County reserves the right to change these dates and will notify Bidders of any changes:

Advertise Solicitation (first date of publication)	Thursday, April 17, 2025
Advertise Solicitation (second date of publication)	Thursday, April 24, 2025
Questions Deadline	**Thursday, May 1, 2025 by 5:00 PM CST**
Submission Deadline / Bid Opening	**Friday, May 16, 2025 at 2:00 PM CST**

Interested parties may attend the Friday, May 16, 2025, at 2:00 PM CST bid opening virtually by using the following link:

https://galvestoncountytx.webex.com/galvestoncountytx/j.php?MTID=m598519d33a479989f9eeccee3058326f

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Join by meeting number Meeting number (access code): 2481 273 6907

Meeting password: 25-042 (250042 when dialing from a video system)

Tap to join from a mobile device (attendees only)
+1-415-655-0001,,24812736907## US Toll

Join by phone +1-415-655-0001 US Toll
Global call-in numbers

Join from a video system or application
Dial 24812736907@galvestoncountytx.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

D. SUBMISSION INSTRUCTIONS

Galveston County Purchasing Department utilizes Bonfire Interactive to distribute and receive bids and proposals in an electronic format via an online portal. Potential Bidders must register through the online portal to participate electronically. "Walk-in" or "mailed-in" proposal submittals are still allowed, however, **Bidders are strongly encouraged to submit their proposals online via Galveston County's e-Procurement Portal located at https://galvestoncountytx.bonfirehub.com/.**

Registration is currently open and free to the public. Once registered, suppliers will receive automatic email notifications of project opportunities based on the NIGP commodity codes selected by the vendor. Potential Bidders should visit the link below and click on the New Vendor Registration tab to register your business:
https://vendorsupport.gobonfire.com/hc/en-us/articles/15646869029783-Vendor-Registration

There is no cost to register as a vendor.

INSTRUCTIONS FOR "WALK-IN" SUBMITTALS ONLY

One (1) unbound single-sided original and two (2) single-sided copies of the requested bid submittals must be submitted no later than **2:00 PM CST**, on **Friday, May 16, 2025 to:**

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston
722 Moody Avenue (21st Street), Fifth (5th) Floor
Galveston, TX 77550

The timestamp clock located in the Purchasing Agent's office shall serve as the official timekeeping piece for this solicitation process. Any Bids received after **2:00 PM CST** on the specified date will be returned unopened.

Specifications can be obtained at the office of the Galveston County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, or by visiting the Galveston County website @ http://www.galvestoncountytx.gov/county-offices/purchasing.

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E. BID SURETY
A surety/bid bond ***is not a requirement*** of this solicitation.

F. PERFORMANCE AND PAYMENT BONDS
Performance and Payment Bonds ***are not requirements*** of this solicitation.

G. BEST AND FINAL OFFERS (BAFO)
The Best and Final Offer process ***is not applicable*** to this solicitation.

H. DAVIS-BACON WAGE RATES
Davis-Bacon Wage Rates ***are not requirements*** of this solicitation.

I. PERSONNEL TO CONTACT
Bidders desiring an explanation or interpretation relative to this solicitation must request it in writing. Oral explanations or instructions will not be binding. Any information given to a Bidder, which in the opinion of the County affects all Bidders or would be prejudicial to other Bidders if not communicated, shall be furnished to all Bidders as an addendum to the solicitation. Bidders **must** direct all inquiries to the following:

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
722 21st Street (Moody)
Galveston, Texas 77550
e-mail: purchasing.bids@co.galveston.tx.us

Bidders must e-mail their requests (with the subject line "**ITB 25-042 Inmate Clothing & Supplies– Questions**") for additional information and/or clarification to the address listed above. The request must include the Bidder's name and the solicitation number and title.

Any request for additional information or clarification must be received in writing no later than ten (10) calendar days prior to the solicitation due date. Late requests or those not delivered to the proper address may not receive a reply. Bidders shall not attempt to contact the County by any other means. The Purchasing Agent shall post the answers on the County website from the procurement web page and via addendum.

The County will issue responses to inquiries and any other corrections or amendments, it deems necessary, in the form of a written addendum, issued prior to the solicitation Submission Deadline / Solicitation Opening date. The County, at its sole discretion, may not issue a response to an RFI submittal. Bidders should not rely on any oral or written representations, statements, or explanations, other than those made in this solicitation or in any written addendum to this solicitation. Where there appears to be conflict between the solicitation and any issued addenda, the last addendum issued will prevail.

Addenda will be posted and made available on the County's procurement web page. **It is the Bidder's sole responsibility to ensure receipt of all addenda prior to submitting its response.**

All Bidders should check the County's procurement web page for all addenda prior to submitting a response.

The County's procurement web page is located at http://www.galvestoncountytx.gov/county-offices/purchasing

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Bidders who submit inquiries *after* the deadline date for receipt of questions indicated on the Procurement Timeline, risk that its response in the procurement will not be responsive or competitive because the County is not able to respond before the solicitation receipt date or in sufficient time for the Bidder to prepare a responsive or competitive submittal.

All questions and responses as posted on the County website pertaining to this solicitation are considered an addendum to, and part of, this solicitation. Each Bidder shall be responsible to monitor the County website for new or revised solicitation information. The County shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the solicitation or formally issued as an addendum by the Purchasing Agent.

J. PROGRAM ADMINISTRATION & CONTRACT MANAGEMENT

The Program Administrator/Contract Manager that will manage the work to be performed under the resultant contract for the purpose of this solicitation is:

Capt. Jennifer Cagnon
Galveston County Corrections Department
601 54th Street
Galveston, TX 77551

Glen Watson
Galveston County Juvenile Justice Department
6101 Attwater Avenue
Texas City, TX 77590

The Galveston County Commissioners' Court, and/or authorized designees will be responsible for negotiating with the successful Vendor the scope of work, the standards of performance, the specific technology provided, and the support services required for the proposed projects. All contractual amendments will be processed in accordance with Galveston County Purchasing Policies. Amendments will also be brought to Galveston County Commissioners Court for approval as deemed necessary. The approval process serves to ensure the project technology and/or service is within the scope of the resultant contract, that pricing meets the agreed-upon pricing methodology as specified in the contract, and that funds are available.

K. REQUIREMENTS OF INVITATION TO BID

Bidder shall provide one (1) unbound single- sided original and two (2) single sided hard copies of its response, to the Purchasing Agent on or before the submission deadline specified herein. Font size no smaller than font size 11. Except that organizational charts, other graphics, and footers may be as small as font size 9.

Bidders shall clearly indicate which project or projects are being submitted for consideration in their cover letter.

L. INSURANCE

Bidder must submit, with its response, a current certificate of insurance evidencing coverage in the amounts specified below or greater. In lieu of submitting a certificate of insurance, Bidders may submit a notarized statement from an insurance company authorized to conduct business in the State of Texas guaranteeing that Bidder has such insurance. Provided however, that successful Bidder(s) shall be required to provide a current certificate of insurance to the Galveston County Purchasing Agent's Office before Bidder commences any work hereunder. **Insurance shall be placed with insurers having an A.M. Best's rating of no less than A**. Such insurance must be issued by a casualty company authorized to do business in the State of Texas and in standard form approved by the Board of Insurance

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Commissioners of the State of Texas, with coverage provisions ensuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.
Galveston County shall be listed as an additional insured on each policy and all certificates of insurance and Contractor shall provide Galveston County with no less than thirty (30) calendar days prior notice of any changes to the policy during the contractual period.
Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) calendar days of the execution of this Agreement as written proof of such insurance and further provided that Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required herein, provided written proof as required herein, and received written notice to proceed issued from the County Purchasing Agent. **Failure to provide such evidence of insurance within the ten (10) calendar day period shall constitute an event of default.**

Workers' Compensation Insurance. Bidder shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all its employees, including but not limited to full time, part time, and emergency employees employed by the Contractor.

Commercial General Liability. Bidder shall carry in full force commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the aggregate. The Policy shall, minimally, cover liability for bodily injury, personal injury, and property damage.

Business Automobile Liability. Bidder shall carry in full force business automobile liability coverage with a combined bodily injury/property damage limit of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

Subrogation Waiver. Contractor and Contractor's insurance carrier shall waive any and all rights to subrogation against Galveston County in regard to any suit or claim arising out of personal injury or property damage resulting from Contractor's performance under this Agreement.

M. SPECIFICATIONS
The quantities as shown on the specification and bid sheet are approximate. Galveston County does not guarantee any minimum or maximum purchase and will pay for those items actually ordered and delivered. Any mention of name brands is strictly for reference and vendor is to supply equivalent product.

SPECIAL NOTE: All vendors shall complete the Line-Item Detail Sheets, (line items numbered 0001 through 0122) for all items to be considered for award. In addition, all vendors are to complete two (2) Bid Forms (Section Total Bid Form and Company Information Bid Form) included in this solicitation package.

Please disregard the catalog number columns referenced on the bid sheets.

This bid is divided into eight (8) sections:

Section I – Bedding, line items 1 – 4.

Section II – Work Pants and Jumpsuits, line items 5- 21

Section III – Recreational Clothing, line items 22 –36

Section IV – Undergarments, line items 37 –56

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Section V – Footwear, line items 57-79

Section VI – Towels and Linens, line items 80-81

Section VII – Laundry Items and Accessories, line item 82

Section VIII –Jumpsuits (Juvenile Justice) line items 83-92

Separate awards may be made for each section; however, all sections may be awarded to one (1) vendor.

Successful bidder shall maintain adequate stock to avoid back orders.

Galveston County will place orders on an as needed basis and each order must be accompanied by a purchase order number. This number MUST be shown on all packing slips and invoices.

Prices shall include all charges for freight and inside delivery. Delivery will be F.O.B. to the following addresses:

Galveston County Jail
601 54th Street
Galveston, Texas 77551

and

Jerry Esmond Juvenile Justice Center
6101 Attwater Avenue,
Texas City, Texas 77590

SPECIAL NOTE: ANY REFERENCES TO NAME BRANDS ARE FOR BIDDING PURPOSES ONLY AND ARE ONLY MEANT TO DESCRIBE THE LEVEL AND QUALITY OF PRODUCT PREFERRED BY THE COUNTY. SUPPLIED PRODUCTS MUST MEET OR EXCEED THE SPECIFICATIONS LISTED HEREIN TO BE CONSIDERED FOR CONTRACT AWARD.

N. AWARDED PRICES

Any unit prices submitted by the Bidder shall include all costs to the County, including the material, delivery, current freight rate, state tax, or any other cost.

Award prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Awardee is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Awardee shall indemnify and save harmless the County, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment, or process, to be performed under the contract, and shall indemnify the County its officers, agents, and employees for any costs, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of the work.

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O. INVOICES

Invoices must be itemized indicating all materials and supplies used. Invoices must be submitted to the:

Galveston County Auditor's Office
Attn: Accounts Payable
P.O. Box 1418
Galveston, Texas 77553

Failure to submit invoices to the above address or failure to include the Purchase Order Number will result in delay in payment.

Contractor must accept purchase order numbers for specified supplies, equipment, and/or services. Contractor shall not perform any work or release any supplies and/or equipment to any authorized representative of the County of Galveston unless a valid purchase order number issued by the office of the Galveston County Purchasing Agent accompanies the order or if vendor can comply with the provision as stated in the General Provisions, page 5, item 13, Procurement Card Program.
Payment for any items issued without prior receipt of a valid purchase order number may become the sole responsibility of the successful contractor.

P. EXCEPTIONS

Any exceptions to Bid conditions should be listed on a separated sheet of paper, attached to Bid submittals and submitted with Bid at the specified date and time of Bid opening.

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Q. REQUIRED DOCUMENTS CHECKLIST

By signing below, the vendor does hereby attest that it has fully read the instructions, conditions, and general and special provisions and understands them. **Proposer shall return this checklist with completed submittal.**

THE COMPANY OF: _____

ADDRESS: _____

_____

The following documents shall be returned or confirmed with an "X" with solicitation submittals. Failure to do so may be ample cause for rejection of submittal and deemed as non-responsive. It is the responsibility of the Bidder to ensure that Bidder has received all addenda.

Items:	**Confirmed (X):**
1. Required Documents Checklist (this page)	_____
2. Addenda Acknowledgement (if any)	#1____ #2____ #3____ #4____
3. One (1) original, two (2) copies of submittal	_____
4. ATTACHMENT A - Vendor Qualification Packet	_____
5. ATTACHMENT B - Certification Reg. Debarment, Suspension, and Other Ineligibility	_____
6. ATTACHMENT C - Certification Regarding Lobbying Form	_____
7. ATTACHMENT D - Non-Collusion Affidavit	_____
8. ATTACHMENT E - Prohibition on Contracts with Companies Boycotting Israel	_____
9. ATTACHMENT F - Prohibition on Contracts with Certain Companies	_____
10. ATTACHMENT G - Information for Notice	_____
11. ATTACHMENT H - References	_____
12. Section Total Bid Form	_____
13. Line-Item Detail Sheet	_____
14. Three (3) signed Contracts (included)	_____

Person to contact regarding this qualification: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

Name of person authorized to bid the Firm: _____

Signature: _____ Date: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

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GALVESTON COUNTY
LINE ITEM DETAIL SHEET
INMATE CLOTHING & SUPPLIES

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
1	Grey 100% Polyester Polar Fleece Blankets 66" x 90", Meets ASTM D 4152 Flammability requirements	1000	EA		
2	Heavy duty cloth mattress cover navy/heavy cotton/polyester fabric 25x75x4	450	EA		
3	Pillows Fabic Covered Micro Guard - size 20" x 26", white in color	40	EA		
4	Cloth Pillow Cases white in color	8	DZ		
5	WORK PANTS - XSMALL - MENS Slip on elastic waist with mock fly. Elastic to be woven 1 1/2" heat resistant 26 gauge rubber, four rows of lock stitch to pants (chain stitching is not acceptable). Elastic to be guaranteed for life of the garment from losing its elasticity. Labels to be woven polyester 2 1/2" x 1 1/4 color coded by size. All seams three (3) needle felled, crotch mock fly to be sewn serged, double needle lock stitched and bartacked. Leg hems double folded and lock stitched. All inseams to be 32" hemmed. Fabric to be 7 1/2 oz. Twill, 65% polyester, 35% combed cotton equal to Graniteville 20/20 twill industrial laundry finish. Thread to be the same color as the fabric. All three (3) needle seams shall be clearly finished and have no raw or frayed edges. SAMPLE ONE PAIR OF PANTS MUST BE SUBMITTED WITH BID. Colors to be gray, orange, khaki, green, navy or wine.	1735	EA		

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LINE ITEM DETAIL SHEET
INMATE CLOTHING & SUPPLIES

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
6	Work Pants - SMALL MENS Slip on elastic waist with mock fly. Elastic to be woven 1 1/2" heat resistant 26 gauge rubber, four rows of lock stitch to pants (chain stitching is not acceptable). Elastic to be guaranteed for life of the garment from losing its elasticity. Labels to be woven polyester 2 1/2" x 1 1/4 color coded by size. All seams three (3) needle felled, crotch mock fly to be sewn serged, double needle lock stitched and bartacked. Leg hems double folded and lock stitched. All inseams to be 32" hemmed. Fabric to be 7 1/2 oz. Twill, 65% polyester, 35% combed cotton equal to Graniteville 20/20 twill industrial laundry finish. Thread to be the same color as the fabric. All three (3) needle seams shall be clearly finished and have no raw or frayed edges. SAMPLE ONE PAIR OF PANTS MUST BE SUBMITTED WITH BID. Colors to be gray, orange, khaki, green, navy or wine.	1735	EA		

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GALVESTON COUNTY
LINE ITEM DETAIL SHEET
INMATE CLOTHING & SUPPLIES

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
7	Work Pants - MEDIUM MENS Slip on elastic waist with mock fly. Elastic to be woven 1 1/2" heat resistant 26 gauge rubber, four rows of lock stitch to pants (chain stitching is not acceptable). Elastic to be guaranteed for life of the garment from losing its elasticity. Labels to be woven polyester 2 1/2" x 1 1/4 color coded by size. All seams three (3) needle felled, crotch mock fly to be sewn serged, double needle lock stitched and bartacked. Leg hems double folded and lock stitched. All inseams to be 32" hemmed. Fabric to be 7 1/2 oz. Twill, 65% polyester, 35% combed cotton equal to Graniteville 20/20 twill industrial laundry finish. Thread to be the same color as the fabric. All three (3) needle seams shall be clearly finished and have no raw or frayed edges. SAMPLE ONE PAIR OF PANTS MUST BE SUBMITTED WITH BID. Colors to be gray, orange, khaki, green, navy or wine.	1735	EA		

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LINE ITEM DETAIL SHEET
INMATE CLOTHING & SUPPLIES

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
8	Work Pants - LARGE MENS Slip on elastic waist with mock fly. Elastic to be woven 1 1/2" heat resistant 26 gauge rubber, four rows of lock stitch to pants (chain stitching is not acceptable). Elastic to be guaranteed for life of the garment from losing its elasticity. Labels to be woven polyester 2 1/2" x 1 1/4 color coded by size. All seams three (3) needle felled, crotch mock fly to be sewn serged, double needle lock stitched and bartacked. Leg hems double folded and lock stitched. All inseams to be 32" hemmed. Fabric to be 7 1/2 oz. Twill, 65% polyester, 35% combed cotton equal to Graniteville 20/20 twill industrial laundry finish. Thread to be the same color as the fabric. All three (3) needle seams shall be clearly finished and have no raw or frayed edges. SAMPLE ONE PAIR OF PANTS MUST BE SUBMITTED WITH BID. Colors to be gray, orange, khaki, green, navy or wine.	1735	EA		

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GALVESTON COUNTY
LINE ITEM DETAIL SHEET
INMATE CLOTHING & SUPPLIES

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
9	Work Pants - XLARGE MENS Slip on elastic waist with mock fly. Elastic to be woven 1 1/2" heat resistant 26 gauge rubber, four rows of lock stitch to pants (chain stitching is not acceptable). Elastic to be guaranteed for life of the garment from losing its elasticity. Labels to be woven polyester 2 1/2" x 1 1/4 color coded by size. All seams three (3) needle felled, crotch mock fly to be sewn serged, double needle lock stitched and bartacked. Leg hems double folded and lock stitched. All inseams to be 32" hemmed. Fabric to be 7 1/2 oz. Twill, 65% polyester, 35% combed cotton equal to Graniteville 20/20 twill industrial laundry finish. Thread to be the same color as the fabric. All three (3) needle seams shall be clearly finished and have no raw or frayed edges. SAMPLE ONE PAIR OF PANTS MUST BE SUBMITTED WITH BID. Colors to be gray, orange, khaki, green, navy or wine.	1735	EA		

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GALVESTON COUNTY
LINE ITEM DETAIL SHEET
INMATE CLOTHING & SUPPLIES

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
10	Work Pants - XXLARGE MENS Slip on elastic waist with mock fly. Elastic to be woven 1 1/2" heat resistant 26 gauge rubber, four rows of lock stitch to pants (chain stitching is not acceptable). Elastic to be guaranteed for life of the garment from losing its elasticity. Labels to be woven polyester 2 1/2" x 1 1/4 color coded by size. All seams three (3) needle felled, crotch mock fly to be sewn serged, double needle lock stitched and bartacked. Leg hems double folded and lock stitched. All inseams to be 32" hemmed. Fabric to be 7 1/2 oz. Twill, 65% polyester, 35% combed cotton equal to Graniteville 20/20 twill industrial laundry finish. Thread to be the same color as the fabric. All three (3) needle seams shall be clearly finished and have no raw or frayed edges. SAMPLE ONE PAIR OF PANTS MUST BE SUBMITTED WITH BID. Colors to be gray, orange, khaki, green, navy or wine.	1735	EA		

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GALVESTON COUNTY
LINE ITEM DETAIL SHEET
INMATE CLOTHING & SUPPLIES

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
11	Work Pants - XXXLARGE MENS Slip on elastic waist with mock fly. Elastic to be woven 1 1/2" heat resistant 26 gauge rubber, four rows of lock stitch to pants (chain stitching is not acceptable). Elastic to be guaranteed for life of the garment from losing its elasticity. Labels to be woven polyester 2 1/2" x 1 1/4 color coded by size. All seams three (3) needle felled, crotch mock fly to be sewn serged, double needle lock stitched and bartacked. Leg hems double folded and lock stitched. All inseams to be 32" hemmed. Fabric to be 7 1/2 oz. Twill, 65% polyester, 35% combed cotton equal to Graniteville 20/20 twill industrial laundry finish. Thread to be the same color as the fabric. All three (3) needle seams shall be clearly finished and have no raw or frayed edges. SAMPLE ONE PAIR OF PANTS MUST BE SUBMITTED WITH BID. Colors to be gray, orange, khaki, green, navy or wine.	1735	EA		
12	Pink Tristitch Jumpsuits-Small Raglan short sleeve / Elasticized waistband / Hemmed sleeves and bottoms / 6 solid brass nickel plated snaps / One double needle stitched breast pocket / color-coded label / in colors pink, blue and white stripe as well as solid blue.	4	EA		
13	Pink Tristitch Jumpsuits-Medium Raglan short sleeve / Elasticized waistband / Hemmed sleeves and bottoms / 6 solid brass nickel plated snaps / One double needle stitched breast pocket / color-coded label / in colors pink, blue and white stripe as well as solid blue.	4	EA		
14	Pink Tristitch Jumpsuits-Large Raglan short sleeve / Elasticized waistband / Hemmed sleeves and bottoms / 6 solid brass nickel plated snaps / One double needle stitched breast pocket / color-coded label / in colors pink, blue and white stripe as well as solid blue.	12	EA		

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INMATE CLOTHING & SUPPLIES

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
15	Pink Tristitch Jumpsuits-XLarge Raglan short sleeve / Elasticized waistband / Hemmed sleeves and bottoms / 6 solid brass nickel plated snaps / One double needle stitched breast pocket / color-coded label / in colors pink, blue and white stripe as well as solid blue.	18	EA		
16	Pink Tristitch Jumpsuits-XXLarge Raglan short sleeve / Elasticized waistband / Hemmed sleeves and bottoms / 6 solid brass nickel plated snaps / One double needle stitched breast pocket / color-coded label / in colors pink, blue and white stripe as well as solid blue.	18	EA		
17	Pink Tristitch Jumpsuits-XXXLarge Raglan short sleeve / Elasticized waistband / Hemmed sleeves and bottoms / 6 solid brass nickel plated snaps / One double needle stitched breast pocket / color-coded label/ in colors pink, blue and white stripe as well as solid blue.	12	EA		
18	Pink Tristitch Jumpsuits-4XLarge Raglan short sleeve / Elasticized waistband / Hemmed sleeves and bottoms / 6 solid brass nickel plated snaps / One double needle stitched breast pocket / color-coded label / in colors pink, blue and white stripe as well as solid blue.	8	EA		
19	Pink Tristitch Jumpsuits-5XLarge Raglan short sleeve / Elasticized waistband / Hemmed sleeves and bottoms / 6 solid brass nickel plated snaps / One double needle stitched breast pocket / color-coded label / in colors pink, blue and white stripe as well as solid blue.	4	EA		
20	Pink Tristitch Jumpsuits-6XLarge Raglan short sleeve / Elasticized waistband / Hemmed sleeves and bottoms / 6 solid brass nickel plated snaps / One double needle stitched breast pocket / color-coded label/ in colors pink, blue and white stripe as well as solid blue.	4	EA		

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	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
21	Pink Tristitch Jumpsuits-7XLarge Raglan short sleeve / Elasticized waistband / Hemmed sleeves and bottoms / 6 solid brass nickel plated snaps / One double needle stitched breast pocket / color-coded label / in colors pink, blue and white stripe as well as solid blue.	4	EA		
22	100% COTTON T-SHIRTS - MEDIUM MENS white, gold, or black in color. Logo on back "JJAEP" or TLC" 2" x 5" lettering. No screen print set-up fee.	6	DZ		
23	100% COTTON T-SHIRTS - LARGE MENS white, gold, or black in color. Logo on back "JJAEP" or TLC" 2" x 5" lettering. No screen print set-up fee.	12	DZ		
24	100% COTTON T-SHIRTS - XLARGE MENS white, gold, or black in color. Logo on back "JJAEP" or TLC" 2" x 5" lettering. No screen print set-up fee.	12	DZ		
25	100% COTTON T-SHIRTS - XXLARGE MENS white, gold, or black in color. Logo on back "JJAEP" or TLC" 2" x 5" lettering. No screen print set-up fee.	4	DZ		
26	100% COTTON T-SHIRTS XXXLARGE MENS White, gold or black in color. Logo on back "JJAEP" or "TLC" 2" x 5" lettering. No screen print set-up fee.	4	DZ		

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LINE ITEM DETAIL SHEET
INMATE CLOTHING & SUPPLIES

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
27	Crew Neck Sweatshirt - Medium color to be grey or burgandy All shipments will be from the same manufacturer. No irregular items. Logo on back "JJAEP" or TLC" 2" x 5" lettering. No screen print setup fee	8	EA		
28	Cew Neck Sweatshirt - Large Color to be Grey or Burgandy. All shipments will be from the same manufacturer. No irregular items. Logo on back "JJAEP" or " TLC" 2" x 5" lettering. No screen print setup fee	12	EA		
29	Crew Neck Sweatshirt - Xlarge Color to be Grey or Burgandy. All shipments will be from the same manufacturer. No irregular items. Logo on back "JJAEP" or "TLC" x" x 5" lettering. No screen print setup fee	12	EA		
30	Crew Neck Sweatshirt - XXLarge Color to be grey or burgandy. All shipments will be from the same manufacturer. No irregular items. Logo on back "JJAEP" or "TLC" x"x5" lettering. No screen print setup fee	8	EA		
31	Crew Neck Sweatshirt - XXXLarge Color to be grey or burgandy. All shipments will be from the same manufacturer. No irregular items. Logo on back "JJAEP" or "TLC" 2"x5" lettering. No screen print setup fee.	4	EA		

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INMATE CLOTHING & SUPPLIES

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
32	JERSEY KNIT PRACTICE SHORTS - MEDIUM Triple sewn,soft cotton/poly blend jersey knit 6" inseams with covered elastic waistband. No pockets or drawstrings. Navy or black in color. All shipments will be from the same manufacturer. No irregular items.	24	EA		
33	JERSEY KNIT PRACTICE SHORTS - LARGE Triple sewn, soft cotton/poly blend jersey knit, 6" inseam with covered elastic waistband. No pockets or drawstrings. Navy or black in color. All shipments will be from the same manufacturer. No irregular items.	24	EA		
34	JERSEY KNIT PRACTICE SHORTS - XLARGE Triple sewn, soft cotton/poly blend jersey knit, 6" inseam with covered elastic waistband. No pockets or drawstrings. Navy or black in color. All shipments will be from the same manufacturer. No irregular items.	36	EA		

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INMATE CLOTHING & SUPPLIES

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
35	JERSEY KNIT PRACTICE SHORTS - 2XLARGE Triple sewn, soft cotton/poly blend jersey knit, 6" inseam with covered elastic waistband. No pockets or drawstrings. Navy or black in color. All shipments will be from the same manufacturer. No irregular items	24	EA		
36	JERSEY KNIT PRACTICE SHORTS - 3XLARGE Triple sewn, soft cotton/poly blend jersey knit, 6" inseam with covered elastic waistband. No pockets or drawstrings. Navy or black in color. All shipments will be from the same manufacturer. No irregular items.	8	EA		
37	Mens socks solid crews one size fits all 80%, cotton, 20% synthetic white in color	50	DZ		
38	Boxers/Industrial quality poly/cotton blend fabric/elastic waist/full cut/v squiare botton/fly - Medium	12	DZ		
39	Boxers/Industrial quality poly/cotton blend fabric/elastic waist/full cut/v squiare botton/fly - Large	18	DZ		
40	Boxers/Industrial quality poly/cotton blend fabric/Elastic waist/full cut/v square botton/fly front/no buttons - Xlarge	12	DZ		
41	Boxers/Industrial quality poly/cotton blend fabric/Elastic waist/full cut/v square botton/fly front/no buttons - 2Xlarge	8	DZ		
42	Boxers/Industrial quality poly/cotton blend fabric/elastic waist/full cut/v square botton/fly front/no button - 3XLarg	4	DZ		

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INMATE CLOTHING & SUPPLIES

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
43	Mens Briefs - Medium Polyester/cotton blend - white in color	12	DZ		
44	Mens Briefs - Large Polyeser/cotton blend - white in color	18	DZ		
45	Mens Briefs - Xlarge Polyester/cotton blend - white in color	12	S		
46	Mens Briefs - 2X Large Polyeter/cotton blend - white in color	8	C		
47	Mens Briefs - 3XLarge Polyester/cotton blend - white in color	4	S		
48	WOMENS PANTIES KNITTED ELASTIC WAIST & LEG BANDS - SIZE 6. WHITE IN COLOR	4	DZ		
49	WOMENS PANTIES KNITTED ELASTIC WAIST & LEG BANDS - SIZE 7. WHITE IN COLOR	8	DZ		
50	WOMENS PANTIES KNITTED ELASTIC WAIST & LEG BANDS - SIZE 8. WHITE IN COLOR	8	DZ		
51	WOMENS PANTIES KNITTED ELASTIC WAIST & LEG BANDS - SIZE 9. WHITE IN COLOR	4	DZ		
52	WOMENS PANTIES KNITTED ELASTIC WAIST & LEG BANDS - SIZE 10. WHITE IN COLOR	4	DZ		
53	SPORTS BRA - SMALL (32 A/B) hookless, pull-on style. No metal or plastic. Wide, non-slip straps, racer-style back. White in color	16	DZ		

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INMATE CLOTHING & SUPPLIES

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
54	SPORTS BRA - MEDIUM (34 A/B) hookless, pull-on style. No metal or plastic. Wide, non-slip straps, racer-style back. White in color	48	EA		
55	SPORTS BRA - LARGE (36 A/B) hookless, pull-on style, no metal or plastic. wide, non-slip straps, racer-style back. White in color	36	EA		
56	SPORTS BRA - XLARGE (38 A/B) hookless, pull-on style, no metal or plastic. Wide, non-slip straps racer-style back. White in color	12	EA		
57	Blue canvas shoes -Heavy Duty Canvas Step-In shoes with Toe Cap/Double lined heavy-duty canvas/Protective toe cap/durable outsoles/heel cushion, padded collar full cushion insoles - Size 5	1200	PR		
58	Blue canvas shoes -Heavy duty canvas step-In shoes with Toe Cap/Double lined heavy-duty canvas/protective toe cap/durble outsoles/heel cushion, padded collar full cushion insoles - Size 6	1200	PR		
59	Blue convas shoes -Heavy duty canvas step-in shoes with toe cap/double lined heavy-duty canvas/protective to cap/durable outsoles/heel cushion, padded collar full cushion insoles - Size 7	1200	PR		
60	Blue canvas shoes -Heavy duty canvas step-in shoes with toe cap/double lined heavy duty canvas/protective toe cap/duravle outsoles/heel cushion, padded oollar full cushion insoles - Size 8	1200	PR		
61	Blue canvas shoes -Heavy duty canvas step-in shoes with toe cap/double lined heavy duty canvas/protective toe cap/durable outsoles/heel cushion, padded collar full cushion insoles - size 9	1200	PR		

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	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
62	Blue canvas shoes -Heavy duty canvas step-in shoes with toe cap/double lined heavy duty canvas/protective toe cap/durable outsoles/heel cushion, padded collar full cushion insoles - Size 10	1200	PR		
63	Blue canvas shoes -Heavy duty canvas step-in shoes with toe cap/Double lined heavy duty canvas/protective toe cap/durble outsoles/heel cushion, padded collar full cushion insoles - Size 11	1200	PR		
64	Blue canvas shoes -Heavy duty canvas step-in shoes with toe cap/double lined heavy duty canvas/protective toe cap/durable outsoles/heel cushion, padded collar full cushion insoles - size 12	1200	PR		
65	Blue canvas shoes -Heavy duty canvas step-in shoes with toe cap/double lined heavy duty canvas/protective toe cap/durable outsoles/heel cushion, padded collar full cushion insoles - size 13	1200	PR		
66	Blue canvs shoes -Heavy duty canvas step-in shoes with toe cap/double lined heavy duty canvas/protective toe cap/durable outsoles/heel cushion, padded collar full cushion insoles - size 14	1200	PR		
67	Blue canvas shoes -Heavy duty canvas step-in shoes with toe cap/double lined heavy-duty canvas/protective toe cap/durable outsoles/heel cushion, padded collar full cushion insoles - size 15	1200	PR		
68	EVA Sandals 100% ethyl vinyl acetate (EVA)/one piece construction/slip resistant and water resistant/ventilated upper/lightweight material reduces use for potentioal weapon - Size Small	1710	PR		
69	EVA Sandals 100% ethyl vinyl acetate (EVA)/one piece construction/slip resistant and water resistant/ventilated upper/lightweight material reduces use for potentioal weapon - Size Medium	1710	PR		

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INMATE CLOTHING & SUPPLIES

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
70	EVIA Sandals 100% ethyl vinyl acetate (EVA)/one piece construction/slip resistant and water resistant/ventilated upper/lightweight material reduces use for potentioal weapon - Size Large	1710	PR		
71	EVA Sandals 100% ethyl vinyl acetate (EVA)/one piece construction/slip resistant and water resistant/ventilated upper/lightweight material reduces use for potentioal weapon - Size Xlarge	1710	PR		
72	EVA Sandals100% ethyl vinyl acetate (EVA)/one piece construction/slip-resistant and water resistant/ventilated upper/lightweight material reduces use for potentioal weapon - Size XXLarge	1710	PR		
73	EVA Sandals 100% ethyl vinyl acetate (EVA)/one piece construction/slip-resistant and water resistant/ventilated upper/lightweight material reduces use for potentioal weapon - Size 3XLarge	1710	PR		
74	SLIP-ON SANDALS - SIZE SMALL Ethyl Vinyl Acetak (EVA), antimicrobial, water resistant, odor resistant, slip resistant. Orange in color.	1710	PR		
75	SLIP-ON SANDALS - SIZE MEDIUM Ethyl Vinyl Acetak (EVA), antimicrobial, water resistant, odor resistant, slip resistant. Orange in color	1710	PR		
76	SLIP-ON SANDALS - SIZE LARGE Ethyl Vinyl Acetak (EVA), antimicrobial, water resistant, odor resistant, slip resistant. Orange in color.	1710	PR		

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INMATE CLOTHING & SUPPLIES

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
77	SLIP-ON SANDALS - SIZE XLARGE Ethyl Vinyl Acetak (EVA), antimicrobial, water resistant, odor resistant, slip resistant. Orange in color.	1710	PR		
78	SLIP-ON SANDALS - SIZE 2XLARGE Ethyl Vinyl Acetak (EVA), antimicrobial, water resistant, odor resistant, slip resistant. Orange in color.	1710	PR		
79	SLIP-ON SANDALS - SIZE 3XLARGE Ethyl Vinyl Acetak (EVA), antimicrobial, water resistant, odor resistant, slip resistant. Orange in color.	1710	PR		
80	Ecomony Grade Bath Towls 20x40, 100% cotton terry fabric	600	DZ		
81	Washcloths 12x12 ecomomy grade washcloths, 100% cotton terry fabric	100	DZ		
82	Laundry Bags 24x36 Drawstring Laundry bags, cloth ID tag, drawstring cord and plastic toggle closure/100% polyester, white in color	12	DZ		

ITB 25-042
OPEN: 05/16/2025
TIME: 2:00 PM

GALVESTON COUNTY
LINE ITEM DETAIL SHEET
INMATE CLOTHING & SUPPLIES

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
83	JUMPSUITE WITH SNAP CLOSURE - SMALL Triple stitch seam construction. Heavy duty thread. Elasticized waistband. Reinforced bartacks, color coded size labels. Bias and seams to be cleanly finished and have no raw edges or frayed edges. Fabric to be 7 1/2 oz. Twill, 65% Polyester, 35% combed cotton. Colors are to be green and navy. All shipments will be from the same manufacturer. No irregular items. Logo on back "GCJJC" 2" x 5" lettering. No screen print set-up fee.	4	EA		
84	JUMPSUIT WITH SNAP CLOSURE - MEDIUM Triple stitch seam construction. Heavy duty thread. Elasticized waistband. Reinforced bartacks, color coded size labels. Bias and seams to be cleanly finished and have no raw edges or frayed edges. Fabric to be 7 1/2 oz. Twill, 65% Polyester, 35% combed cotton. Colors are to be green and navy. All shipments will be from the same manufacturer. No irregular items. Logo on back "GCJJC" 2" x 5" lettering. No screen print set-up fee.	8	EA		

ITB 25-042
OPEN: 05/16/2025
TIME: 2:00 PM

GALVESTON COUNTY
LINE ITEM DETAIL SHEET
INMATE CLOTHING & SUPPLIES

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
85	JUMPSUITE WITH SNAP CLOSURE - LARGE Triple stitch seam construction. Heavy duty thread. Elasticized waistband. Reinforced bartacks, color coded size labels. Bias and seams to be clearly finished and have no raw edges or frayed edges. Fabric to be 7 1/2 oz Twill, 65% Polyester, 35% combed cotton. Colors are to be green and navy. All shipments will be from the same manufacturer. No irregular items. Logo on back "GCJJC" 2" x 5" lettering. No screen print set-up fee.	12	EA		
86	JUMPSUITE WITH SNAP CLOSURE - XLARGE Triple stitch seam construction. Heavy duty thread. Elasticized waistband. Reinforced bartacks, color coded size labels. Bias and seams to be cleanly finished and have no raw edges or frayed edges. Fabric to be 7 1/2 oz Twill, 65% Polyester, 35% combed cotton. Colors are to be green and navy. All shipments will be from the same manufacturer. No irregular items. Logo on back "GCJJC" 2" x 5" lettering. No screen print set-up fee.	18	EA		

ITB 25-042
OPEN: 05/16/2025
TIME: 2:00 PM

GALVESTON COUNTY
LINE ITEM DETAIL SHEET
INMATE CLOTHING & SUPPLIES

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
87	JUMPSUITE WITH SNAP CLOSURE - XXLARGE Triple stitch seam construction. Heavy duty thread. Elasticized waistband. Reinforced bartacks, color coded size labels. Bias and seams to be cleanly finished and have no raw edges or frayed edges. Fabric to be 7 1/2 oz Twill, 65% Polyester, 35% combed cotton. Colors are to be green and navy. All shipments will be from the same manufacturer. No irregular items. Logo on back "GCJJC" 2" x 5" lettering. No screen print set-up fee.	12	EA		
88	JUMPSUITE WITH SNAP CLOSURE - XXXLARGE Triple stitch seam construction. Heavy duty thread. Elasticized waistband. Reinforced bartacks, color coded size labels. Bias and seams to be cleanly finished and have no raw edges or frayed edges. Fabric to be 7 1/2 oz Twill, 65% Polyester, 35% combed cotton. Colors are to be green and navy. All shipments will be from the same manufacturer. No irregular items. Logo on back "GCJJC" 2" x 5" lettering. No screen print set-up fee.	12	EA		

ITB 25-042
OPEN: 05/16/2025
TIME: 2:00 PM

GALVESTON COUNTY
LINE ITEM DETAIL SHEET
INMATE CLOTHING & SUPPLIES

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
89	JUMPSUITE WITH SNAP CLOSURE - 4XLARGE Triple stitch seam construction. Heavy duty thread. Elasticized waistband. Reinforced bartacks, color coded size labels. Bias and seams to be cleanly finished and have no raw edges or frayed edges. Fabric to be 7 1/2 oz Twill, 65% Polyester, 35% combed cotton. Colors are to be green and navy. All shipments will be from the same manufacturer. No irregular items. Logo on back "GCJJC" 2" x 5" lettering. No screen print set-up fee.	8	EA		
90	JUMPSUITE WITH SNAP CLOSURE - 5XLARGE Triple stitch seam construction. Heavy duty thread. Elasticized waistband. Reinforced bartacks, color coded size labels. Bias and seams to be cleanly finished and have no raw edges or frayed edges. Fabric to be 7 1/2 oz Twill, 65% Polyester, 35% combed cotton. Colors are to be green and navy. All shipments will be from the same manufacturer. No irregular items. Logo on back"GCJJC" 2" x 5" lettering. No screen print set-up fee.	4	EA		

ITB 25-042
OPEN: 05/16/2025
TIME: 2:00 PM

GALVESTON COUNTY
LINE ITEM DETAIL SHEET
INMATE CLOTHING & SUPPLIES

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
91	JUMPSUITE WITH SNAP CLOSURE - 6XLARGE Triple stitch seam construction. Heavy duty thread. Elasticized waistband. Reinforced bartacks, color coded size labels. Bias and seams to be cleanly finished and have no raw edges or frayed edges. Fabric to be 7 1/2 oz Twill, 65% Polyester, 35% combed cotton. Colors are to be green and navy. All shipments will be from the same manufacturer. No irregular items. Logo on back "GCJJC" 2" x 5" lettering. No screen print set-up fee.	4	EA		
92	JUMPSUIT WITH SNAP CLOSURE - 7XLARGE Triple stitch seam construction. Heavy duty thread. Elasticized waistband. Reinforced bartacks, color coded size labels. Bias and seams to be cleanly finished and have no raw edges or frayed edges. Fabric to be 7 1/2 oz Twill, 65% Polyester, 35% combed cotton. Colors are to be green and navy. All shipments will be from the same manufacturer. No irregular items. Logo on back "GCJJC" 2" x 5" lettering. No screen print set-up fee.	4	EA		

INMATE CLOTHNG AND SUPPLIES
GALVESTON COUNTY, TEXAS

SECTION TOTAL BID FORM

VENDOR NAME: _____

SECTION	TOTAL AMOUNT
Section I – Bedding, line items 1 –4	
Section II – Work pants and Jumpsuits, line items 5- 21	
Section III – Recreational Clothing, line items 22-36	
Section IV – Undergarments, line items 37-56	
Section V – Footwear, line items 57-79	
Section VI – Towels and Linens, line items 80-81	
Section VII – Laundry Items and Accessories, line item 82	
Section VIII – Jumpsuits (Juvenile Justice) 83-92	

County of Galveston
Purchasing Department
Vendor Qualification Packet - ATTACHMENT A

(rev. 1.4, September 28, 2017)

All interested parties seeking consideration for qualified vendor status with the County of Galveston **should complete and return only the following forms to:**

Galveston County Purchasing Department
722 Moody Avenue, (21st Street), 5th Floor
Galveston, Texas 77550
(409) 770-5371 *office*
(409) 621-7987 *fax*

PEID Form: **Person /Entity Information Data**

W-9 Form: Request for Taxpayer Identification Number and Certification
(please note that the included form may not be the latest revised form issued by the Internal Revenue Service. Please check the IRS website at http://www.irs.gov/pub/irs-pdf/fw9.pdf for the latest revision of this form.)

CIQ Form: **Conflict of Interest Questionnaire**
(please note that the included form may not be the latest revised form issued by the State of Texas Ethics Commission. Please check the Texas Ethics Commission website at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm for the latest revision of this form. Please note that Galveston County Purchasing Agent is not responsible for the filing of this form with the Galveston County Clerk per instructions of the State of Texas Ethics Commission).

Debarment: **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS & REQUIREMENT TO REGISTER IN SAM**
Vendors/contractor certifies that neither it, nor any of its Principals, are presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency. Vendor agrees that it shall refund Galveston County for any payments made to Contractor while ineligible. Vendor acknowledges that Contractor's uncured failure to perform under any agreement with the County of Galveston, if such should occur, may result in Contractor being debarred from performing additional work for the County, the respecting State Agency administering the grant funding the contract, if applicable, the State, FEMA or HUD (as applicable), and other Federal and State entities. Further, Vendor has executed the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters and returned the fully completed and executed original certification with the submission of this Vendor Qualification Packet. The truthful and fully completed and executed original of the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters must be included with the submission of this Vendor Qualification Packet and is a mandatory requirement to become a vendor of Galveston County. Vendor's failure to include the fully completed and executed original of this Certification shall be considered non-compliant with the requirements of this vendor qualification request and grounds for the rejection of vendor's request. Vendor shall immediately notify the County Purchasing Agent if it becomes debarred or suspended, placed on

the Consolidated List of Debarred Contractors, or in any other way becomes ineligible for award of contract by any Federal agency. This Certification is a material fact relied upon by Galveston County; if it is later determined that the vendor did not comply with 2 C. F. R. Part 180 and 2 C.F.R. Part 3000, in additional to the remedies available to Galveston County and the State agency administering a grant, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment of contractor. If the contract to be awarded pursuant to a Galveston County procurement effort involves the use of Federal funds, then vendor must also be registered in the Federal Contractor Registry through the System for Award Management (SAM) to be eligible for award of contract pursuant to the procurement.
Information regarding the SAM is available at: or at

No contract involving the use of Federal funds may be awarded to any vendor unless and until such registration is current and in good standing under SAM Successful vendors must maintain SAM registration throughout the entire term of any contractual agreement with the County. If a contract involves the use of Federal funds, then vendor must enclose proof of such SAM registration within its response, which is also a mandatory requirement of County procurement policy; failure to enclose such proof shall be considered non-compliant with the requirements of any procurement effort and grounds for the rejection of vendor's response to any procurement efforts (i.e., bid, proposal, or qualifications statement, as applicable).

Direct Deposit: Direct Deposit Authorization Form Temporarily suspended until further notice

Certificate(s) of Insurance: If the person or entity seeking qualified vendor status with the County will be performing work at or on any County owned facility and/or property, Certificate(s) of Insurance are required to be submitted prior to performing any work.

Insurance requirements are as follows:

Public Liability and Property Damage Insurance:

Successful vendor agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by vendor. Vendor shall at its own expense be required to carry the following minimum insurance coverages:

1. For damages arising out of bodily injury to or death of one person in anyone occurrence - one hundred thousand and no/100 dollars ($100,000.00);
2. For damages arising out of bodily injury to or death of two or more persons in anyone occurrence - three hundred thousand and no/100 dollars ($300,000.00); and
3. For injury to or destruction of property in anyone occurrence - one hundred thousand and no/100 dollars ($100,000.00).

This insurance shall be either on an occurrence basis or on a claims made basis. Provided however, that if the coverage is on a claims made basis, then the vendor shall be required to purchase, at the termination of this agreement, tail coverage for the County for the period of the County's relationship with the vendor under this agreement. Such coverage shall be in the amounts set forth in subparagraphs (1), (2), and (3) above.

Worker's Compensation Insurance:

Successful vendor shall also carry in full force Workers' Compensation Insurance policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the vendor. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by the vendor to the County.

The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies) during the contractual period.
Insurance is to be placed with insurers having a Best rating of no less than A. The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The vendor shall be required to submit annual renewals for the term of any contractual agreement, purchase order or term contract, with Galveston County prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide vendor with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Vendor shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the vendor.

In no event shall the County be liable for any damage to or destruction of any property belonging to the vendor unless specified in writing and agreed upon by both parties.

Procurement Policy - Special Note:

Understand that it is, according to Texas Local Government Code, Section 262.011, Purchasing Agents, subsections (d), (e), and (0, the sole responsibility of the Purchasing Agent to supervise all procurement transactions.

Therefore, be advised that all procurement transactions require proper authorization in the form of a Galveston County purchase order from the Purchasing Agent's office prior to commitment to deliver supplies, materials, equipment, including contracts for repair, service, and maintenance agreements. Any commitments made without proper authorization from the Purchasing Agent's office, pending Commissioners' Court approval, may become the sole responsibility of the individual making the commitment including the obligation of payment.

Code of Ethics - Statement of Purchasing Policy:

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve the purpose of these instructions, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here.

General Ethical Standards: It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in procurement when the employee knows that:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

Confidential Information: It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

Questions/Concerns:
If you have any questions or concerns regarding the information or instructions contained within this packet, please contact any member of the Purchasing Department staff at **(409) 770-5371.**

CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds $2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than $250.00 during the preceding 12-months, then Proposer MUST complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

The Galveston County Clerk has offices at the following locations:

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent).

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website - both of these web sites are linked to the Galveston County homepage at

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at ...

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

COUNTY of GALVESTON
Purchasing Department

rev. 1.3, March 29, 2010

FORM PEID: **Request for Person-Entity Identification Data**

Instructions: Please type or print clearly when completing sections 1 thru 4 and return completed form to:

Galveston County Purchasing Agent
722 Moody Avenue (21 st. Street), 5th Floor
Galveston, Texas 77550
(409) 770-5371
prodoc@co.galveston.tx.us

1. **Business Name:**

   Attention Line:

2. **Physical Address:**

   City: **State:** **Zip+4:**

3. **Billing / Remit Address:**

   City: **State:** **Zip+4**

4. **Main Contact Person:**

   Main Phone Number:

   Fax Number:

   E-mail Address:

Areas below are for County use only.

Requested By: **Phone / Ext. #**

Department: **Date:**

Action Requested - Check One:
( ) Add New
( ) Inactivate
( ) Landlord
( ) OneTime

IFAS PEID Vendor Number:
( ) Change Data
( ) Employee
( ) Foster Parent
( ) Foster Child

( ) Re-activate
( ) Attorney
( ) Refund

Form W-9
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number: ☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number: ☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person _____ Date _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under *"By signing the filled-out form"* above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.
- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.
- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

. If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor[4]
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

[4] **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

OFFICE USE ONLY
Date Received

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001 (1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each *officer* with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ NO

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government *officer* named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ NO

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an *officer* or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ NO

D. Describe each employment or business relationship with the local government *officer* named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

ATTACHMENT B

County of Galveston

ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELGIBILITY

Executive Orders 12549 & 12689 Certification, Debarment and Suspension

Solicitation Number: ITB 25-042

Solicitation Title: Inmate Clothing & Supplies

Contractor hereby CERTIFIES that:

Contractor, and all of its principals, is not presently debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and is not in any other way ineligible for participation in Federal or State assistance programs;

Contractor, and all of its principals, were not and have not been debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and were not and have not been in any other way ineligible for participation in Federal or State assistance programs at the time its' proposal was submitted in the procurement identified herein and at any time since submission of its' proposal;

Contractor has included, and shall continue to include, this certification in all contracts between itself and any sub-contractors in connection with services performed under this contract; **and**

Contractor shall notify Galveston County in writing immediately, through written notification to the Galveston County Purchasing Agent, if Contractor is not in compliance with Executive Order 12549 or 12689 during the term of its contract with Galveston County.

Contractor **Represents** and **Warrants** that the individual executing this Acknowledgment and Certification on its behalf has the full power and authority to do so and can legally bind the Contractor hereto.

_____ _____

Name of Business Date

By: _____ _____

Signature Printed Name & Title

ATTACHMENT C

CERTIFICATION REGARDING LOBBYING
(31 U.S.C.A. § 1352)
This Certification must be completed, signed, dated and returned to the Galveston County Purchasing Agent

Procurement Number and Description:
ITB 25-042, Inmate Clothing & Supplies

Proposer **CERTIFIES**, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the proposer shall complete and submit **Standard Form LLL**, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. Proposer shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Name of Organization/Corporation: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Signature of Authorized Signatory for Proposer: _____ Date Signed: _____

Title of Authorized Signatory of Proposer: _____

ATTTACHMENT D

State of Texas §
§
County of Galveston §

NON-COLLUSION AFFIDAVIT

Before me, the undersigned notary, on this day personally appeared _____ (Affiant), whom being first duly sworn, deposes and certifies that:

- Affiant is the _____ of _____, that
  (Individual, Partner, Corporate Officer) (Name of Qualifier)
  submitted the attached Qualification in **ITB 25-042, Inmate Clothing & Supplies**
- Affiant is a duly authorized representative of Qualifier and is authorized to make this Non-Collusion Affidavit;
- The attached Qualification is genuine and is not a collusive or sham Qualification;
- The attached Qualification has been independently arrived at without collusion with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor;
- Qualifier has not colluded, conspired, connived or agreed, directly or indirectly, with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor, to submit a collusive or sham qualification or that such other qualifier, bidder, proposer, person, firm, competitor, or potential competitor shall refrain from qualifying;
- Qualifier has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor to fix the price or prices in the attached Qualification or of the qualification any other qualifier;
- Qualifier has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier bidder, proposer, person, firm, competitor, or potential competitor to fix the overhead, profit or cost element of the Qualification price or prices of any other qualifier, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Galveston County or any person interested in the proposed contract;
- Affiant has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor, paid or agreed to pay any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the price or prices in the attached Qualification or the qualification of any other Qualifier; and
- Affiant certifies that Affiant is fully informed regarding the accuracy of the statements contained herein, and under penalties of perjury, certifies and affirms the truth of the statements herein, such penalties being applicable to the Qualifier as well as to Affiant signing on its behalf.

_____
Signature of Affiant

SWORN TO and **SUBSCRIBED** before me this _____ day of _____, 2025.

_____
Notary Public

My Commission Expires: _____

ATTACHMENT E
Prohibition on Contracts with Companies Boycotting Israel

Prohibition on contracts with companies boycotting Israel per Government Code 2271.001 Definitions:

(1) **"Boycott Israel"** has the meaning assigned by Section 808.001.

(2) **"Company"** has the meaning assigned by Section 808.001; except that the term does not include a sole proprietorship.

(2) **"Governmental entity"** has the meaning assigned by Government Code, Section 2251.001.

PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:

(1) is between a governmental entity and a company with 10 or more full-time employees; and

(2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and
(2) will not boycott Israel during the term of the contract.

As required by GOVERNMENT CODE, CHAPTER 2271, CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel throughout the term of this Agreement. For the purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Individual by oath swears that the following statements are factual and true:

1. Individual is authorized by the Contractor to make this statement for the Contractor.
2. Individual has read and is fully aware of the facts stated in this statement.
3. Individual can read and comprehend the English language.
4. In accordance with Texas Government Code Section 2271.002, this company does not boycott Israel and will not boycott Israel during the term of this contract/agreement.

Date: _____

Business Name of Contractor: _____

Company Address: _____

County of Contractor: _____

Individual: _____

Signature of Individual: _____

ATTACHMENT F
Prohibition on Contracts with Certain Companies

Prohibition on contracts with certain companies per Government Code 2252.151 Definitions:

(1)"Company" has the meaning assigned by Section 806.001.

(2)"Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

(3)"Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Government Code, Chapter 2254.

(4)"Governmental entity" has the meaning assigned by Government Code, Section 2252.001.

Section 2252.152 – CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

Section 2252.153 – Listed Companies. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies o services to a foreign terrorist organization.

Pursuant to Chapter 2252, Texas Government Code, VENDOR represents and certifies that, at the time of execution of this Agreement, neither Vendor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

Individual by oath swears that the following statements are factual and true:

1. Individual is authorized by the Contractor to make this statement for the Contractor.
2. Individual has read and is fully aware of the facts stated in this statement.
3. Individual can read and comprehend the English language.
4. As required by GOVERNMENT CODE, CHAPTER 2252.152, CONTRACTOR hereby verifies that it is not identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153, or contracting with a company doing business with Iran, Sudan, or any foreign terrorist organizations.

Date: _____

Business Name of Contractor: _____

Company Address: _____

County of Contractor: _____

Name of Individual: _____

Signature of Individual: _____

ATTACHMENT G
INFORMATION FOR NOTICE

Solicitation Number: ITB 25-042

Solicitation Title: Inmate Clothing & Supplies

Respondent shall use this form to provide the information for notice.

1. Contact information for notice:

   Name:_____

   Address:_____

   _____

   Telephone Number:_____ Facsimile number:_____

2. If a copy of notice is requested, please complete below:

   Name:_____

   Address:_____

   _____

   Telephone Number:_____ Facsimile number:_____

3. If second or more copies are requested for notice, please supplement this form, and clearly mark the supplement as "Supplementary Notice Information."

ATTACHMENT H
REFERENCES

Solicitation Number: ITB 25-042

Solicitation Title: Inmate Clothing & Supplies

Respondent shall use this form to provide **three (3) references who can attest to the Respondent's capability to carry out the requirements set forth in this qualification request.** If Respondent wishes to provide more than the minimum, Respondent should supplement this form and should clearly mark the supplement as "Supplementary Reference Information."

1. Business Name of Organization: _____

Name of Person: _____

Title of Individual within Organization, if applicable: _____

Business address: _____

_____

Telephone Number: _____ Facsimile number: _____

2. Business Name of Organization: _____

Name of Person: _____

Title of Individual within Organization, if applicable: _____

Business address: _____

_____

Telephone Number: _____ Facsimile number: _____

3. Business Name of Organization: _____

Name of Person: _____

Title of Individual within Organization, if applicable: _____

Business address: _____

_____

Telephone Number: _____ Facsimile number: _____

State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

Contract Number: CM217536

Invitation to Bid Number: ITB #25-042, Inmate Clothing & Supplies

Term of Contract: One (1) year with two (2) one (1) year extensions

Initial term (Services): Beginning date of the Contract will be _____. The Contract will terminate on _____.

Term of Completion (Construction or other time-specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

Renewal Options: (if applicable):

Year One:	Yes (X) No ( )
Year Two:	Yes (X) No ( )
Year Three:	Yes ( ) No (X)
Year Four:	Yes ( ) No (X)

Contractor: _____

Awarded as to addendum(s) (if applicable):

Addendum No. 1: ( ) yes ( ) no ( ) n.a.
Addendum No. 2: ( ) yes ( ) no ( ) n.a.
Addendum No. 3: ( ) yes ( ) no ( ) n.a.

Payment Bond Required: ( ) yes (X)no

Performance Bond Required: ( ) yes (X) no

Notice to be Given to:

Galveston County:

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

_____
_____
_____
_____
_____

County and Contractor agree as follows:

1. **Parts of Contract**: Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

2. **Contractor Responsibilities**: Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

3. **Payment for Services**: The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.

4. **Independent Contractor**: None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

5. **Employment Taxes**: Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

6. **Initial Term and Options to Renew**: The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

7. **Cancellation**: County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

8. **Covenant Against Contingent Fees**: Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or continent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. **Subcontracting or Assignment**: Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

10. **Novation and Change of Name Agreements**: Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

11. **Force Majeure**: In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

12. **Entirety of Agreement and Modification**: This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

13. **Severability**. If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

14. **Validity/Enforceability**: If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

15. **Governing Law**: This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16. **Benefit**: This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17. **Authority to Bind**: The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

18. **Immunity Retained**: The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

19. **Meaning of Words**: Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20. **Public Information Act**: the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21. **Headings:** The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the _____ day of _____, 20_____.

Contractor:

_____

By: **Date:**

_____ _____

Galveston County

By: **Date:**

_____ _____

Mark A. Henry, County Judge

Attest:

_____

Dwight Sullivan, County Clerk

State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

Contract Number: CM217536

Invitation to Bid Number: ITB #25-042, Inmate Clothing & Supplies

Term of Contract: One (1) year with two (2) one (1) year extensions

Initial term (Services): Beginning date of the Contract will be_____. The Contract will terminate on _____.

Term of Completion (Construction or other time-specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

Renewal Options: (if applicable):

Year One:	Yes (X) No ( )
Year Two:	Yes (X) No ( )
Year Three:	Yes ( ) No (X)
Year Four:	Yes ( ) No (X)

Contractor: _____

Awarded as to addendum(s) (if applicable):

Addendum No. 1: ( ) yes ( ) no ( ) n.a.
Addendum No. 2: ( ) yes ( ) no ( ) n.a.
Addendum No. 3: ( ) yes ( ) no ( ) n.a.

Payment Bond Required: ( ) yes (X)no

Performance Bond Required: ( ) yes (X) no

Notice to be Given to:

Galveston County:

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

_____
_____
_____
_____
_____

County and Contractor agree as follows:

1. **Parts of Contract**: Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

2. **Contractor Responsibilities**: Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

3. **Payment for Services**: The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.

4. **Independent Contractor**: None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

5. **Employment Taxes**: Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

6. **Initial Term and Options to Renew**: The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

7. **Cancellation**: County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

8. **Covenant Against Contingent Fees**: Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or continent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. **Subcontracting or Assignment**: Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

10. **Novation and Change of Name Agreements**: Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

11. **Force Majeure**: In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

12. **Entirety of Agreement and Modification**: This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

13. **Severability**. If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

14. **Validity/Enforceability**: If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

15. **Governing Law**: This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16. **Benefit**: This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17. **Authority to Bind**: The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

18. **Immunity Retained**: The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

19. **Meaning of Words**: Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20. **Public Information Act**: the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21. **Headings**: The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the _____ day of _____, 20____.

Contractor:

_____

By: **Date:**

_____ _____

Galveston County

By: **Date:**

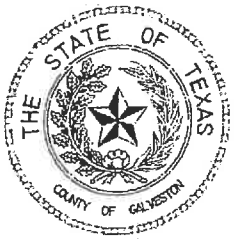
_____ _____

Mark A. Henry, County Judge

Attest:

_____

Dwight Sullivan, County Clerk



State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

Contract Number: CM217536

Invitation to Bid Number: ITB #25-042, Inmate Clothing & Supplies

Term of Contract: One (1) year with two (2) one (1) year extensions

Initial term (Services): Beginning date of the Contract will be_____. The Contract will terminate on _____.

Term of Completion (Construction or other time-specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

Renewal Options: (if applicable):

Year One:	Yes (X) No ( )
Year Two:	Yes (X) No ( )
Year Three:	Yes ( ) No (X)
Year Four:	Yes ( ) No (X)

Contractor: _____

Awarded as to addendum(s) (if applicable):

Addendum No. 1: ( ) yes ( ) no ( ) n.a.
Addendum No. 2: ( ) yes ( ) no ( ) n.a.
Addendum No. 3: ( ) yes ( ) no ( ) n.a.

Payment Bond Required: ( ) yes (X) no

Performance Bond Required: ( ) yes (X) no

Notice to be Given to:

Galveston County:

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

_____
_____
_____
_____
_____

County and Contractor agree as follows:

1. **Parts of Contract**: Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

2. **Contractor Responsibilities**: Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

3. **Payment for Services**: The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.

4. **Independent Contractor**: None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

5. **Employment Taxes**: Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

6. **Initial Term and Options to Renew**: The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

7. **Cancellation**: County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

8. **Covenant Against Contingent Fees**: Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or continent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. **Subcontracting or Assignment**: Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

10. **Novation and Change of Name Agreements**: Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

11. **Force Majeure**: In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

12. **Entirety of Agreement and Modification**: This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

13. **Severability.** If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

14. **Validity/Enforceability**: If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

15. **Governing Law**: This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16. **Benefit**: This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17. **Authority to Bind**: The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

18. **Immunity Retained**: The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

19. **Meaning of Words**: Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20. **Public Information Act**: the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21. **Headings:** The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the _____ day of _____ ____, 20____.

Contractor:

_____

By: **Date:**

_____ _____

Galveston County

By: **Date:**

_____ _____

Mark A. Henry, County Judge

Attest:

_____

Dwight Sullivan, County Clerk

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
49.

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

Consideration of awarding RFP 25-054 Bayshore Park Boat Ramp

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	9/3/25 2:17 pm

THE COUNTY OF GALVESTON

VERONICA VAN HORN
INTERIM PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor, Purchasing
GALVESTON, TEXAS 77550
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

September 15, 2025

Honorable County Judge
Honorable County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

RE: RFP 25-054, Bayshore Park Boat Ramp Contract #222336

Gentlemen,

On June 26, 2025 submittals were opened for RFP 25-054, Bayshore Park Boat Ramp. Three (3) submittals were received from the following companies:

• Brizo Construction, LLC	Houston, TX
• K.R. Allen Construction, LLC	Dickinson, TX
• TLC Construction Contract Services	Houston, TX

After a thorough review of the submittal by the Evaluation Committee, Brizo Construction, LLC was deemed to have submitted a satisfactory proposal and is recommended for award.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Veronica Van Horn

Veronica Van Horn
Interim Purchasing Agent

COUNTY of GALVESTON

Department of Parks & Cultural Services

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

August 26th, 2025

To: Veronica Van Horn, Interim Purchasing Agent

From: Julie Walker, Director – Parks and Cultural Services

Re: RFP 25-054 – Bayshore Park Boat Ramp

Ms. Van Horn,

On June 26th, 2025, we received 3 proposals for the Bayshore Park Boat Ramp:

Brizo Construction
K.R. Allen Construction, LLC
TLC Construction Contract Services

After reviewing all the proposals that were received, we would like to award the RFP to Brizo Construction. Please put on the next available agenda.

If you have any questions, please let me know.

Thank you,

Julie Walker
Director
Galveston County Parks & Cultural Services
409-934-8114
Julie.Walker@galvestoncountytx.gov

25-054 - Bayshore Park Boat Ramp
Scoring Summary

Active Submissions

Supplier	Total / 100 pts	Methology / 35 pts	References, Qualifications, Past Performance / 15 pts	Safety Plan/ Safety Record/ EMR / 15 pts	Cost / 35 pts
Brizo Construction	94	32.2	13.6	13.2	35 ($337,210.00)
K. R. ALLEN CONSTRUCTION, LLC	57.57	27	7.2	3	20.37 ($579,276.24)
TLC Construction Contract Services	37.85	6	5.8	2	24.05 ($490,820.00)

Proposal Scores

Brizo Construction - Scoring Summary

Evaluation Group 1 - Main Evaluation

	Total	Methology	References, Qualifications, Past Performance	Safety Plan/ Safety Record/ EMR	Cost
Reviewer	**/ 100 pts**	**/ 35 pts**	**/ 15 pts**	**/ 15 pts**	**/ 35 pts**
Veronica Van Horn	100 pts	35 pts	15 pts	15 pts	$337,210.00
Julie Walker	89 pts	30 pts	12 pts	12 pts	$337,210.00
nancy baher	95 pts	34 pts	14 pts	12 pts	$337,210.00
JIMMY GIBSON	95 pts	30 pts	15 pts	15 pts	$337,210.00

	Total	Methology	References, Qualifications, Past Performance	Safety Plan/ Safety Record/ EMR	Cost
Reviewer	**/ 100 pts**	**/ 35 pts**	**/ 15 pts**	**/ 15 pts**	**/ 35 pts**
Benjamin Andrews	91 pts	32 pts	12 pts	12 pts	$337,210.00
	Average:	**32.2 pts**	**13.6 pts**	**13.2 pts**	**$337,210.00**
		↓	↓	↓	↓
Calculated:	**94 pts**	**32.2 pts**	**13.6 pts**	**13.2 pts**	**35 pts ($337,210.00)**

K. R. ALLEN CONSTRUCTION, LLC - Scoring Summary

Evaluation Group 1 - Main Evaluation

	Total	Methology	References, Qualifications, Past Performance	Safety Plan/ Safety Record/ EMR	Cost
Reviewer	**/ 100 pts**	**/ 35 pts**	**/ 15 pts**	**/ 15 pts**	**/ 35 pts**
Veronica Van Horn	59.37 pts	35 pts	4 pts	0 pts	$579,276.30
Julie Walker	49.37 pts	20 pts	9 pts	0 pts	$579,276.30
nancy baher	50.37 pts	30 pts	0 pts	0 pts	$579,276.00
JIMMY GIBSON	80.37 pts	30 pts	15 pts	15 pts	$579,276.30
Benjamin Andrews	48.37 pts	20 pts	8 pts	0 pts	$579,276.30
	Average:	**27 pts**	**7.2 pts**	**3 pts**	**$579,276.24**

		↓	↓	↓	↓
Calculated:	**57.57 pts**	**27 pts**	**7.2 pts**	**3 pts**	**20.37 pts ($579,276.24)**

TLC Construction Contract Services - Scoring Summary

Evaluation Group 1 - Main Evaluation

	Total	Methology	References, Qualifications, Past Performance	Safety Plan/ Safety Record/ EMR	Cost
Reviewer	**/ 100 pts**	**/ 35 pts**	**/ 15 pts**	**/ 15 pts**	**/ 35 pts**
Veronica Van Horn	28.05 pts	0 pts	4 pts	0 pts	$490,820.00
Julie Walker	34.05 pts	5 pts	5 pts	0 pts	$490,820.00
nancy baher	24.05 pts	0 pts	0 pts	0 pts	$490,820.00
JIMMY GIBSON	74.05 pts	25 pts	15 pts	10 pts	$490,820.00
Benjamin Andrews	29.05 pts	0 pts	5 pts	0 pts	$490,820.00
	Average:	**6 pts**	**5.8 pts**	**2 pts**	**$490,820.00**

		↓	↓	↓	↓
Calculated:	**37.85 pts**	**6 pts**	**5.8 pts**	**2 pts**	**24.05 pts ($490,820.00)**

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

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SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

The General Provisions and the Special Provisions of this Request for Proposal and the Exhibits attached hereto are made a part of this agreement between the Parties. In the event of a conflict between the General Provisions and the Special Provisions, the terms of the Special Provisions shall control.

****The Galveston County Purchasing Department utilizes Bonfire Interactive to distribute and receive bids and proposals in an electronic format via an online portal.** Potential Bidders must register through the online portal to participate electronically.

"Walk-in" or "mailed-in" proposal submittals are still allowed, however, **Bidders are strongly encouraged to submit their proposals online via Galveston County's e-Procurement Portal located at https://galvestoncountytx.bonfirehub.com/. Please see Item E, SUBMISSION INSTRUCTIONS, for further details.**

A. PURPOSE

The County of Galveston is seeking a contractor to remove and reconstruct the boat ramp at the location listed below:

Bayshore Park Boat Ramp
5437 FM 646
Bacliff, TX 77518

As a result of Hurricane Harvey, the Bayshore Park Boat Ramp sustained damages due to torrential rains, wave turbulence, and high winds. The Federal Emergency Management Agency (FEMA) has approved removal/replacement and mitigation of the damaged boat ramp and removal of accumulated sediment material.

The replacement of the boat ramp became necessary as well as the removal of sediment material in the adjacent waters to the boat ramp. The United States Corp of Engineers has reviewed and provided a Letter of Permission (LOP) for the project. Provisions of that LOP shall be adhered to in the performance of the contracted work.

B. EXCEPTIONS

Any exceptions to these solicitation conditions should be listed on a separate sheet of paper, attached to respondent's submittal, and submitted with response at the specified date and time of the solicitation opening.

If no exceptions are stated, **it will be understood that all general and special conditions will be complied with, without exception.**

The Proposer must specify in its Proposal any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the Proposal and should indicate its possible or actual advantage to the program being offered.

The County reserves the right to offer these alternatives to other Proposers.

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

C. PROCUREMENT TIMELINE

A timeline for this solicitation and initial process is included below. Galveston County reserves the right to change these dates and will notify Respondents of any changes:

Advertise Solicitation (first date of publication)	Thursday, May 22, 2025
Advertise Solicitation (second date of publication)	Thursday, May 29, 2025
Non-Mandatory Pre-Proposal Conference & Onsite Visit	**Wednesday, June 04, 2025 at 10 AM CST**
Deadline for Questions & Inquiries	**Wednesday, June 11, 2025, by 5:00 PM CST**
Submission Deadline / RFP Opening	**Thursday, June 26, 2025, at 2:00 PM CST**

Interested parties may attend the Thursday, June 26, 2025, 2:00 PM CST. bid opening virtually by using the following link:

Join from the meeting link
https://galvestoncountytx.webex.com/galvestoncountytx/j.php?MTID=m6b39b1d1de287f67b959592089d8b59b

Join by meeting number
Meeting number (access code): 2496 435 0921
Meeting password: 25-054 (250054 when dialing from a video system)

Tap to join from a mobile device (attendees only)
+1-415-655-0001,,24964350921## US Toll

Join by phone
+1-415-655-0001 US Toll
Global call-in numbers

Join from a video system or application
Dial 24964350921@galvestoncountytx.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

D. NON-MANDATORY PRE-PROPOSAL CONFERENCE & ON-SITE VISIT

A Non-Mandatory Pre-Proposal Conference and On-Site Visit will be held on **Wednesday, June 04, 2025, at 10 AM CST**. It will be located at:

Bacliff Boat Ramp
5437 FM 646
Bacliff, TX 77518

Attendance by interested partiers is highly encouraged to gain a thorough understanding of the project scope.

E. SUBMISSION INSTRUCTIONS:

Galveston County Purchasing Department utilizes Bonfire Interactive to distribute and receive bids and proposals in an electronic format via an online portal. Potential Bidders must register through the online portal to participate electronically. "Walk-in" or "mailed-in" (see instructions below) proposal submittals are still allowed, however, **Bidders are strongly encouraged to submit their proposals online via Galveston County's e-Procurement Portal located at https://galvestoncountytx.bonfirehub.com/**

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

Registration is currently open and free to the public. Once registered, suppliers will receive automatic email notifications of project opportunities based on the NIGP commodity codes selected by the vendor. Potential Bidders should visit the link below and click on the New Vendor Registration tab to register your business:
https://vendorsupport.gobonfire.com/hc/en-us/articles/15646869029783-Vendor-Registration

There is no cost to register as a vendor.

INSTRUCTIONS FOR "WALK-IN" SUBMITTALS ONLY
IF "WALKING IN" Submittals, One (1) unbound original proposal, five (5) proposal copies, must be submitted no later than **2:00 PM CST,** on **Thursday, June 26, 2025:**

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston
722 Moody Avenue (21st Street), Fifth (5th) Floor
Galveston, TX 77550

The timestamp clock located in the Purchasing Agent's office shall serve as the official time-keeping piece for this solicitation process. Any proposals received after **2:00 PM CST** on the specified date will be returned unopened.

Proposal Specifications can be obtained at the office of the Galveston County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, or by visiting the Galveston County website @ **https://www.galvestoncountytx.gov/county-offices/purchasing**

F. PROPOSAL SURETY
A 5% surety/bond ***is a requirement*** of this solicitation.

G. PERFORMANCE AND PAYMENT BONDS
Performance and Payment Bonds ***are requirements*** of this solicitation.

H. BEST AND FINAL OFFERS (BAFO)
The Best and Final Offer process ***is applicable*** to this solicitation.

I. DAVIS-BACON WAGE RATES
Davis-Bacon Wage Rates ***are requirements*** for this solicitation.
Attention is called to the fact that not less than, the federally determined prevailing (Davis-Bacon and Related Acts) wage rates are required to be paid to laborers and mechanics. When required by Federal program legislation, all prime construction contracts in excess of $2,000 must include a provision for compliance with the Davis-Bacon Act as supplemented by the Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractor must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. In addition, contractors must be required to pay wages not less than once a week. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, or national origin. Please reference the General Provisions, item 69, Procurement Laws, sub-item 3, **Davis-Bacon Act as amended (40 U.S.C. 3141-3148).**

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

J. PERSONNEL TO CONTACT

Respondents desiring an explanation or interpretation relative to this solicitation must request it in writing. Oral explanations or instructions will not be binding. Any information given to a Respondent, which in the opinion of the County affects all Respondents or would be prejudicial to other Respondents if not communicated, shall be furnished to all Respondents as an addendum to the solicitation. Respondents **must** direct all inquiries to the following:

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
722 21st Street (Moody)
Galveston, Texas 77550
e-mail: purchasing.bids@co.galveston.tx.us

Respondents must e-mail their requests (with the subject line "**Bayshore Park Boat Ramp – RFP #25-054– Questions**") for additional information and/or clarification to the address listed above. The request must include the Responder's name and the solicitation number and title.

Any request for additional information or clarification must be received in writing no later than ten (10) calendar days prior to the solicitation due date. Late requests or those not delivered to the proper address may not receive a reply. Respondents shall not attempt to contact the County by any other means. The Purchasing Agent shall post the answers on the County website from the procurement web page and via addendum.

The County will issue responses to inquiries and any other corrections or amendments, it deems necessary, in the form of a written addendum, issued prior to the solicitation Submission Deadline / Solicitation Opening date. The County, at its sole discretion, may not issue a response to an RFI submittal. Respondents should not rely on any oral or written representations, statements, or explanations, other than those made in this solicitation or in any written addendum to this solicitation. Where there appears to be conflict between the solicitation and any issued addenda, the last addendum issued will prevail.

Addenda will be posted and made available on the County's procurement web page. **It is the Responder's sole responsibility to ensure receipt of all addenda prior to submitting its response.** All Respondents should check the County's procurement web page for all addenda prior to submitting a response.

The County's procurement web page is located at **http://www.galvestoncountytx.gov/county-offices/purchasing**

The Respondent must acknowledge the receipt of all addenda on the forms provided. In the event a Responder fails to acknowledge receipt of such addenda, the County may, at its sole discretion, determine that such failure to acknowledge any or all addenda does not materially affect the solicitation and waive the acknowledgment of one or more addenda.

Respondents who submit inquiries *after* the deadline date for receipt of questions indicated on the Procurement Timeline, risk that its response in the procurement will not be responsive or competitive because the County is not able to respond before the solicitation receipt date or insufficient time for the Responder to prepare a responsive or competitive submittal.

All questions and responses as posted on the County website pertaining to this solicitation are considered an addendum to, and part of, this solicitation. Each Responder shall be responsible to monitor the County website for new or revised solicitation information. The County shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the solicitation or formally issued as an addendum by the Purchasing Agent.

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

K. PROGRAM ADMINISTRATION & CONTRACT MANAGEMENT

The Program Administrator/Contract Manager that will manage the work to be performed under the resultant contract for the purpose of this solicitation is:

Elizabeth Thomas
Grant Administrator
722 Moody, 3rd Floor
Galveston, TX 77550

The Galveston County Commissioners' Court, and/or authorized designees will be responsible for negotiating with the successful Vendor the scope of work, the standards of performance, the specific technology provided, and the support services required for the proposed projects. All contractual amendments will be processed in accordance with Galveston County Purchasing Policies. Amendments will also be brought to Galveston County Commissioners Court for approval as deemed necessary. The approval process serves to ensure the project technology and/or service is within the scope of the resultant contract that pricing meets the agreed-upon pricing methodology as specified in the contract, and that funds are available.

L. REQUIREMENTS OF REQUEST FOR PROPOSAL

Respondent shall provide one (1) original and five (5) hard copies of its response to the Purchasing Agent on or before the submission deadline specified herein. Font size is limited to no smaller than font size 11, except that organizational charts, other graphics, and footers may be as small as font size 9.

M. INSURANCE

Responder must submit, with its response, a current certificate of insurance evidencing coverage in the amounts specified below or greater. In lieu of submitting a certificate of insurance, Respondents may submit a notarized statement from an insurance company authorized to conduct business in the State of Texas guaranteeing that Respondent has such insurance. Provided, however, that successful Respondent(s) shall be required to provide a current certificate of insurance to the Galveston County Purchasing Agent's Office before Respondent commences any work hereunder. **Insurance shall be placed with insurers having an A.M. Best's rating of no less than A.** Such insurance must be issued by a casualty company authorized to do business in the State of Texas and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions ensuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.
Galveston County shall be listed as an additional insured on each policy and all certificates of insurance and Contractor shall provide Galveston County with no less than thirty (30) calendar days prior notice of any changes to the policy during the contractual period.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) calendar days of the execution of this Agreement as written proof of such insurance and further provided that Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required herein, provided written proof as required herein, and received written notice to proceed issued from the County Purchasing Agent. **Failure to provide such evidence of insurance within the ten (10) calendar day period shall constitute an event of default.**

Workers' Compensation Insurance. Respondent shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all its employees, including but not limited to full-time, part-time, and emergency employees employed by the Contractor.

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

Commercial General Liability. Respondent shall carry in full force commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the aggregate. The Policy shall, minimally, cover liability for bodily injury, personal injury, and property damage.

Business Automobile Liability. Respondent shall carry in full force business automobile liability coverage with a combined bodily injury/property damage limit of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

Subrogation Waiver. Contractor and Contractor's insurance carrier shall waive any and all rights to subrogation against Galveston County regarding any suit or claim arising out of personal injury or property damage resulting from Contractor's performance under this Agreement.

N. SCOPE OF WORK

The project scope consists of providing material, labor, and equipment including, but not limited to the following:

- Removal, staging, transporting, and legal disposal of sediment from the area immediately in front of the boat ramp;
- Construction, maintenance, and removal of the required cofferdam/dewatering system;
- Removal and legal disposal of existing boat ramp elements;
- Excavation for the new boat ramp;
- Construction of a new cast-in-place boat ramp including ancillary components as indicated on the drawings;
- Final site cleanup and restoration of any areas disturbed by the project construction.

O. INVOICES:

Invoices must be itemized indicating all materials and supplies used. Invoices must be submitted to:

Galveston County Auditor's Office
Attn: Accounts Payable
P.O. Box 1418
Galveston, Texas 77553

Failure to submit invoices to the above address or failure to include the Purchase Order Number will result in delay in payment.

Contractor must accept purchase order numbers for specified supplies, equipment, and/or services. Contractor shall not perform any work or release any supplies and/or equipment to any authorized representative of the County of Galveston unless a valid purchase order number issued by the office of the Galveston County Purchasing Agent accompanies the order or if vendor can comply with the provision as stated in the General Provisions, page 3, item 11, Procurement Card Program.

Payment for any items issued without prior receipt of a valid purchase order number may become the sole responsibility of the successful contractor.

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

P. EVALUATION AND SELECTION PROCESS

An evaluation committee shall review and evaluate the responses timely submitted to the County Purchasing Agent resulting from this solicitation effort. Responses shall be reviewed by the evaluation committee and shall be evaluated in accordance with the evaluation criteria listed herein. The evaluation committee will determine which responses are qualified based on the criteria listed below. The evaluation committee shall evaluate and score each response. The points from each scoring category will be comprised of the following:

The selection process will be based on the responses to this Request for Proposal and possibly any interviews required to verify the ability of the proposer to provide the requested services:

- **METHOLOGY – 35%**

The following shall apply to this section:

  - Ability of the Contractor to provide the most advantageous methodology, solution, services, and delivery as requested herein
  - The ability of the Proposer to satisfy the detailed requirement outlined in this RFP
  - The ability of the Proposer to satisfy the construction objectives outlined in this RFP
  - Completeness of work plan and ability to meet the goal substantially completing the requested project within the requested or reasonably stated time frame.

- **COST – 35%**
  The Proposer shall provide pricing information relative to providing the proposed solution/system, services, and supplies as outlined herein. Included in the cost evaluation will be the total initial costs and on-going cost to the County.

- **REFERENCES, QUALIFICATIONS, PAST PERFORMANCE, AND EXPERIENCE – 15%**
  The Proposer shall provide references and information describing the make-up and experience of the company personnel providing the construction services.

- **SAFETY PLAN/ SAFETY RECORD/ EMR – 15%**
  The Proposer shall include company adopted documentation outlining the procedures, rules, and regulations that are or will be put in place to protect workers over the construction project. The Proposer shall submit information regarding their EMR (experience modification rate) as it applies to this request.

End of Special Provisions

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
BAYSHORE PARK BOAT RAMP
GALVESTON COUNTY, TEXAS

Q. REQUIRED DOCUMENTS CHECKLIST

By signing here, the firm does hereby attest that it has fully read the instructions, conditions, and general and special provisions and understands them. **Proposer shall return this checklist with completed submittal.**

THE COMPANY OF: _____

ADDRESS: _____

_____

FEIN (TAX ID): _____

The following documents shall be returned or confirmed with an "X" with solicitation submittals. Failure to do so may be ample cause for rejection of qualification submittal as non-responsive. It is the responsibility of the Proposer to ensure that Respondent has received all addenda.

Items:	**Confirmed (X):**
1. Required Documents Checklist (this page)	_____
2. Addenda Acknowledgement (if any)	**#1**_____ **#2**_____ **#3**_____ **#4**_____
3. "Walked In" Submittals: One (1) original, five (5) copies of submittal; Bonfire: One (1) submittal	_____
4. ATTACHMENT A - Vendor Qualification Packet	_____
5. ATTACHMENT B - Certification Reg. Debarment, Suspension, and Other Ineligibility	_____
6. ATTACHMENT C - Certification Regarding Lobbying Form	_____
7. ATTACHMENT D - Non-Collusion Affidavit	_____
8. ATTACHMENT E - Prohibition on Contracts with Companies Boycotting Israel	_____
9. ATTACHMENT F - Prohibition on Contracts with Certain Companies	_____
8. ATTACHMENT G - Information for Notice	_____
10. ATTACHMENT H - References	_____
11. Bid Proposal	_____

Person to contact regarding this qualification: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

Name of person authorized to bind the Firm: _____

Signature: _____ Date: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

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

D.S., EEOC Charge 460-2025-08579

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	9/4/25 12:39 pm
2	Dianna Martinez	Approve	9/4/25 1:55 pm

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

A.M., EEOC Charge 460-2025-06649

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	9/4/25 12:42 pm
2	Dianna Martinez	Approve	9/4/25 2:24 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
b.52.

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

3:24-CV-00015; Alfy Mayes v Galveston County in the United States Court of Appeals for the 5th Circuit

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	9/4/25 12:43 pm
2	Dianna Martinez	Approve	9/4/25 2:51 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
b.53.

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

MDL No. 2018-63587; In Re: Texas Opioid Litigation in the District Court of Harris County, in the 152nd Judicial District

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	9/4/25 12:45 pm
2	Dianna Martinez	Approve	9/4/25 2:52 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
c.54.

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

Director of Road & Bridge

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	9/8/25 12:53 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
d.55.

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

Consideration of Resolution Authorizing Approval of Proposed Texas Statewide Opioid Settlement Agreements submitted by Legal Services Manager

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	9/4/25 3:15 pm
2	Dianna Martinez	Approve	9/4/25 3:47 pm

THE STATE OF TEXAS §

COUNTY OF GALVESTON §

RESOLUTION AUTHORIZING APPROVAL OF PROPOSED TEXAS STATEWIDE OPIOID SETTLEMENT AGREEMENTS

BE IT REMEMBERED, at a special meeting of the Commissioners Court of Galveston County, Texas, held on the 15th day of September, 2025, on motion made by _____ Commissioner of Precinct ___ and seconded by _____ Commissioner of Precinct __ the following Resolution was adopted:

WHEREAS, Galveston County obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, "Defendants") have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct and misconduct have resulted in significant financial costs in the past to the County and will undoubtedly result in significant financial costs in the future; and

WHEREAS, the County brought or has investigated claims against Purdue Pharma L.P., Purdue Pharma Inc., et al. ("Purdue Defendants"), Amneal Pharmaceuticals, LLC and West-Ward Pharmaceuticals Corp n/k/a Hikma Pharmaceuticals USA Inc., and certain other defendants ("Certain Manufacturer Defendants"), related to potentially released claims; and (2) other defendants in the opioid supply chain on behalf of the County in *In Re*: *Texas Opioid Litigation*, MDL No. 2018-63587, currently pending in the 152nd District Court of Harris County, Texas and/or removed pending remand; and

WHEREAS, on June 17, 2025, the Purdue Defendants and on April 4, 2025 the Certain Manufacturer Defendant[1] in the opioid litigation brought by the County, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Purdue Opioid Settlement Agreement and Release (hereinafter collectively the "Texas Agreement"); and

WHEREAS, Special Counsel and the State of Texas have recommended that the Galveston County

1 Alvogen, Inc., Amneal Pharmaceuticals Inc., Apotex Corp., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan, Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals (USA) Inc.

Commissioners Court support the adoption and approval of the Texas Agreement in its entirety; and

WHEREAS, even though the payments from the settlements reflect partial compensation to Galveston County for the past damages it has suffered or the future damages it is likely to incur, given the risks of litigation, the fact that it is to the benefit of Texas and the County and its residents, and that it reduces the risks associated with protracted litigation;

NOW, THEREFORE, BE IT RESOLVED that we, the Commissioners Court of Galveston County:

1. Support the adoption and approval the Texas Agreement;

2. Authorizes the County to execute the Texas Release for the Texas Subdivision Participation Form and Release; and

3. Finds as follows:

    a. There is a substantial need for repayment of past opioid-related expenditures and payment to help abate current and future opioid-related harms in and about Galveston County, Texas; and

    b. The County Commissioners Court supports in its entirety the Texas Agreement. The County Commissioners Court understands that the purpose of each Settlement is to effectuate resolution of the Opioid Litigation against the Purdue and Certain Manufacturer Defendants. We also understand that an additional purpose is to ensure the effective means of distributing any potential settlement funds obtained under settlements in Texas and under the jurisdiction of Texas Courts in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in this County and throughout Texas.

The County is hereby authorized to approve and accept the Texas Agreement as set forth herein.

The County Judge or designated official is hereby authorized to execute and deliver the settlement documents recommended for approval by Special Counsel in the above referenced case and to approve such terms and provisions for the full and final settlement of all matters set forth therein.

DONE IN OPEN COURT on this the 15th day of September, 2025.

GALVESTON COUNTY, TEXAS

_____
Mark Henry, County Judge

ATTEST:

_____
Dwight D. Sullivan, County Clerk

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
d.56.

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

Consideration of authorizing Secondary Manufacturers' Combined Subdivision Participation and Release Form as a Participating Entity submitted by Legal Services Manager

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	9/4/25 3:20 pm
2	Dianna Martinez	Approve	9/4/25 3:52 pm

EXHIBIT K

Secondary Manufacturers' Combined Subdivision Participation and Release Form ("Combined Participation Form")

Governmental Entity: GALVESTON COUNTY		State: TEXAS
Authorized Official:	MARK HENRY, COUNTY JUDGE	
Address 1:	722 MOODY AVE., 2ND FLOOR	
Address 2:		
City, State, Zip:	GALVESTON, TEXAS 77550	
Phone:	409-766-2244	
Email:	MARK.HENRY@CO.GALVESTON.TX.US	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:

   a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
   b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
   c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
   d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
   e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
   f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
   g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
   h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.

2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.

3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity

authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at *https://nationalopioidsettlement.com/additional-settlements/.*

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.

5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.[1]

8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.

9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,[2] and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any

[1] *See* Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

[2] *See* Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.

way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.

11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.

13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void ***only as to*** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: MARK HENRY

Title: COUNTY JUDGE

Date: 09/15/2025

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
d.57.

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

Consideration of approval to appoint the Director of Road & Bridge

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	9/8/25 12:57 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
58.

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

Presentation of the new Blue Cross Blue Shield (BCBS) Keep Well Program submitted by Human Resources

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	9/8/25 1:00 pm

Docusign Envelope ID: BD378FD1-0FD3-4931-B3ED-25B4252EAF9E

LEXISNEXIS® MASTER PRISON SOLUTIONS AGREEMENT

Full Legal Name "Customer": Galveston County Sheriff's Office - Corrections Division	
Financial Account Number: 4254WHMGR	**Organization Customer Number: 4254WHMGQ**
"LN": LexisNexis, a division of RELX Inc.	

Customer agrees to purchase or license the LN products and services (each a "Product") set forth in this LexisNexis Master Agreement (this "Master Agreement").

1. TERM

This Master Agreement will begin upon the earliest date indicated in the Master Agreement Period table below ("Effective Date") and will continue in full force and effect for a periods set forth below ("Term") .

2. SUBSCRIBED PRODUCTS AND COMMITMENT

Customer elects to subscribe to the Products identified in the table(s) below during the Term. In exchange for access to the Products, Customer will pay to LN the Monthly or Annual Commitment amounts and, if applicable, one-time charges set forth in the Product Riders. Customer shall also be responsible for any such other transactional charges as are set forth in the Product Riders to this Master Agreement.

3. PRODUCTS AND PRICING

3.1. DISTRIBUTED MEDIA PRODUCTS

Product(s) and Pricing for 'DISTRIBUTED MEDIA' - EHD ☐ DVD ☐ N/A ☒		
Acct Number:	**Qty of each of those checked above:**	**# of Terminals of each of those checked above:**
Distributed Media Prison Solution	**ISBN#**	**Library #**

Check Box if Delivery Address and or Contact Name is same as below ☒
Delivery Address:
Contact Name:

PRISON SOLUTIONS Order Periods			**Monthly ☒ Annual ☐**
	to		$
	to		$
	to		$
	to		$
	to		$

Kiosks*					
Quantity	**Vendor**	**One-time charge per each**	**Shipping & Handling per each**	**Taxes (or N/A) per each**	**TOTAL for Kiosks**
		$	$	$	$

*NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER UNDERSTANDS AND AGREES THAT LN/MB MAY, AT TIMES, ACT ONLY AS A BILLING AGENT FOR THE KIOSK VENDOR AND HAVE NO LIABILITY OR OBLIGATIONS (IN CONTRACT, WARRANTY OR OTHERWISE) FOR THE KIOSKS.

3.2. ONLINE SERVICE PRODUCTS

Product(s) & Pricing for 'ONLINE SERVICE' - STAFF ONLY ☐ N/A ☒		
Total # Government Professionals:	**Billgroup #:**	
Preferred Pricing Materials	**Source/Menu #**	***Shepards®***
☐ **See attached for additional Preferred Materials**		

Product(s) & Pricing for 'ONLINE SERVICE' - Staff on Behalf Of Inmate ☒ Inmate Access ☒ N/A ☐		
Total # Terminals: 109	**Billgroup #:**	
Preferred Pricing Materials	**Source/Menu #**	***Shepards***
National Primary Plus	1011510	FULL
Corrections Library	1521290	
TX Practice Library	1010629	
☐ **See attached for additional Preferred Materials**		

Customer IP Address	
Location	**IP Address**
LexisNexis	

ONLINE ACCESS Staff User Name(s) List	
ID Holder Name	**ID Holder Email address**
☐ **See attached for additional names**	

ONLINE ACCESS Order Periods				Monthly ☒ Annual ☐
Beginning	10/1/2025	to	9/30/2026	$ 1000
Beginning	10/1/2026	to	9/30/2027	$ 1008
Beginning	10/1/2027	to	9/30/2028	$ 1018
Beginning	10/1/2028	to	9/30/2029	$1028
Beginning		to		$

Docusign Envelope ID: BD378FD1-0FD3-4931-B3ED-25B4252EAF9E

4. INCORPORATED TERMS

The Product Riders and Master Agreement Terms attached hereto are material terms of this Master Agreement and are incorporated herein and made a part hereof. In addition, the Online Products are subject to the Terms & Conditions of use for the LexisNexis Services which may be viewed and printed at: https://www.lexisnexis.com/en-us/terms/LACommercial/terms.page (the "General Terms").

AGREED TO AND ACCEPTED BY:

Customer:
[MUST BE COMPLETED BY CUSTOMER]
Authorized Customer Signature: _____
Printed Name: _____
Job Title: _____
Date: _____
Customer Notice Address:
_____
_____
_____
Attn: _____

LN:
[MUST BE COMPLETED BY LN]
Authorized LN Signature: DocuSigned by: Deana M. Sparling 75D60079D4D542A...
Printed Name: Deana Sparling
Job Title: Sr Director, LexisNexis
Date: 8/26/2025

LexisNexis®

LEXISNEXIS® MASTER PRISON SOLUTIONS AGREEMENT

CUSTOMER INFORMATION (Please type or print):

1. Organization Name (Full Legal Name): GALVESTON COUNTY SHERIFF'S OFFICE - CORRECTIONS DIVISION
2. Physical Address: 5700 AVENUE H
   City: GALVESTON State: TX Zip: 77591
3. County: GALVESTON
4. Country: USA
5. Telephone Number: 409-766-2315
6. Fax Number:
7. Invoice Address (email and physical address):
8. Name of Contact, Telephone Number and Email Address for the following:

Overall Installation:	Sean King	409-763-7558	sean.king@co.galveston.tx.us
Billing:	Reva Rogers	409-763-7561	reva.rogers@co.galveston.tx.us
Policy/Legal Notification:	Daisy Salinas	409-763-7516	daisy.salinas@co.galveston.tx.us
Scheduling/Training:			

9. Tax Exempt: ☒ Yes (attach Sales Tax Exemption Certificate) ☐ No
10. Organization Web Address: http://sheriff.galvestoncountytx.gov/Corrections.html
11. ☐ If this box is checked, then Customer has requested to be billed and will pay for a whole Order Period at a time.

Docusign Envelope ID: BD378FD1-0FD3-4931-B3ED-25B4252EAF9E

MASTER AGREEMENT TERMS

The following terms (the "Master Agreement Terms") apply to all Products included in this Master Agreement.

1. Pricing; Payment

1.1. Pricing listed in this Agreement does not include any applicable taxes, which shall also be due from Customer (if applicable).

1.2. Customer will have 30 days to pay each invoice. Amounts which have not been paid within 30 days after the invoice date are thereafter until paid subject to a late payment charge at a rate equal to 15% per annum (or, if less, the maximum legal rate permitted under applicable state or local law or regulation). Additionally, LN shall have the right to terminate this Agreement and retain all sums paid by Customer. Customer shall be responsible for collection costs including, but not limited to, collection agency fees, reasonable attorneys' fees and court costs.

1.3. If Customer is a government agency or body, if sufficient funds are not appropriated to Customer for any current or future fiscal period, then Customer may terminate the Agreement on the last day of the next full calendar month upon ten (10) days prior written notice to LN. Customer shall be responsible for all amounts due up to the date of termination. In addition, for Customer to exercise this option, they must certify and warrant in writing to LN, under penalty of perjury, that sufficient funds have not been appropriated for these particular prison services for the current or next fiscal year.

2. Term and Termination

2.1. The Term of this Agreement is specified above and will end on the last day of the last Order Period, defined above as the Term.

2.2. Notwithstanding anything to contrary set forth in Section 5.2 of the General Terms, Customer may not terminate this Agreement during the Term; provided however, either party may terminate this Agreement during the Term for a material breach by the other. Prior to exercising such right of termination, the non-breaching party must first provide the breaching party with 30 days prior written notice setting forth with specificity the nature of the breach. If such breach remains uncured 30 days after the aforementioned breach notice is given, the non-breaching party may terminate immediately upon written notice. If Customer terminates this Agreement pursuant to this Section, then Customer will pay all charges incurred up to the date of termination.

2.3. LN may terminate this Agreement immediately upon written notice to Customer in the event: (i) any subcontracting agreement between LN and its third party suppliers expires or is terminated, (ii) any LN supplier becomes insolvent or makes an assignment for the benefit of creditors, or (iii) any LN supplier is unable or fails to perform the services that are required in order for LN to perform their obligations hereunder. Notwithstanding anything to the contrary in this Agreement, LN may suspend or discontinue providing the Product to Customer or its Authorized Users (in whole or part) without notice and pursue any other remedy legally available to it if Customer fails to comply with any of Customer's obligations hereunder.

2.4. Notwithstanding the above, if the Customer is not a government entity, then the Customer may terminate this Agreement upon written notice to LN if (i) the governmental body for whom the Customer is operating the prison ("Government Entity") stops using the facilities attributable to this Agreement, or (ii) Government Entity determines, in an official certified statement, supplied to Customer, that the LN services covered in this Agreement do not meet the requirements of the Agreement or applicable law or regulation.

3. Order of Precedence. If there is a conflict between terms of different parts of this Master Agreement, the conflicting terms will be interpreted as narrowly as possible in the area of the conflict and the conflict will be resolved by giving precedence to the documents in the following descending order: (1) the Master Agreement Terms unless an exception is specifically identified in a Product Rider and (2) specific Product Terms in the applicable Product Rider for each included Product (applied separately to the applicable Product) and (3) the General Terms

4. Miscellaneous

4.1. Subject to any state and/or local open records or freedom of information statutes or rules, this Agreement contains confidential pricing information of LN. However, if Customer receives a legitimate freedom of information request, then it shall provide LN with immediate written notice of such request and give LN the ability to challenge the request prior to any such disclosure by Customer. This Section will survive the termination or expiration of this Agreement.

4.2. If LN accepts an order for a Product on a purchase order issued by Customer ("PO"), the terms and conditions of the PO are for Customer's internal purposes only and shall in no way modify or affect the terms of this Agreement.

4.3. Except as otherwise provided herein, all notices and other communications hereunder shall be in writing or displayed physically on or near, or electronically in, the Product. Furthermore, this Agreement may not be supplemented, modified or otherwise revised by email exchange even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner.

4.4. Customer, excluding inmate/prisoner users, are neither identified on, nor shall it provide access to the Product(s) to any individuals or entities identified on, (a) OFAC's list of Specially Designated Nationals ("SDN List"), (b) the UK's HM Treasury's Consolidated List of Sanctions Targets, (c) the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions, (d) any other applicable sanctions lists, or (e) any person 50 percent or more owned, directly or indirectly, individually or in the aggregate by a person(s) identified in (a) through (d).

4.5. This Agreement contains the entire agreement between the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations on that subject matter. This Agreement may be amended only by a writing signed by both parties. Notwithstanding the foregoing, LN may change the license terms immediately upon written notice to Customer. If any changes are made to this Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically

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directed against Customer or its Authorized Users but will apply to all similarly situated LN customers using the Product or the Materials therein (as applicable). Customer may terminate this Agreement upon written notice to LN if any such change to terms and conditions is unacceptable to Customer. For termination to be effective under this Section, written notice of termination must be provided to LN within 90 days of the effective date of the change. Continued use of the Product following notice of the change shall constitute its acceptance of the change.

4.6. The failure of LN or any third party supplier to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

4.7. Each third party supplier of Materials has the right to assert and enforce these provisions directly on its own behalf as a third party beneficiary.

4.8. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas regardless of the law that might otherwise apply under applicable principles of conflicts of law.

4.9. This Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this Agreement.

4.10. Neither Customer nor any Authorized User may assign rights or delegate duties under this Agreement without the prior written consent of LN, which consent shall not be unreasonably withheld. This Agreement and pricing herein is preferred pricing that is based on the overall characteristics that the listed customer has represented and the Products s subscribed to hereunder. This Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

4.11. All legal notices required under this Master Agreement must be delivered via written communication delivered to Customer at the notice address set forth in Customer's signature block and to LN to the following address: LexisNexis, a division of RELX Inc., Attn: Chief Legal Officer, 9443 Springboro Pike, Miamisburg, OH 45342. For purposes of this Section 5.11, legal notices include (i) an allegation of breach or failure to perform any obligation under this Master Agreement, (ii) any threat to initiate litigation, arbitration, or other legal or administrative proceedings, (iii) a request for a waiver or modification of terms of this Master Agreement, or (iv) a request for indemnification. A party may update its notice address by delivering written notice of the change to the other party in accordance with this section. All legal notices must be delivered by a method providing for proof of delivery. Any such notice or request will be deemed to have been given on the date of receipt. Notwithstanding the foregoing, LN may give routine Product notices (*e.g.*, information regarding a Product's features, content, or other enhancements or changes) via regular U.S. mail, email, as noted in the General Terms or other delivery means reasonably aimed at providing effective delivery. LN may also provide updates to the "Additional Terms" as defined in the General Terms, by displaying the changes electronically in the Online Services.

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DM. 1. LN and Matthew Bender & Company, Inc. ("MB") provide Distributed Media-type Products.

DM. 2. Definitions

DM. 2.1. "Authorized Users" means each of the Customer's employees and inmates under Customer's control and supervision at Customer's facility who are authorized by Customer to access and use the Materials, unless a more specific restriction is applied to a certain Product.

DM. 2.2. "Distributed Media" means the set of one or more DVDs and/or External Hard Drives provided by LN/MB to Customer that contains the Materials.

DM. 2.3. "Materials" means the materials available in or through the Product.

DM. 2.4. "Product" includes the Distributed Media Product that includes the Materials and the Distributed Media on or through which the Materials are provided to the Customer by LN/MB.

DM. 3. Distributed Media -Type Service

DM. 3.1. During the Term, LN/MB will provide Customer and its Authorized Users with access to and use of the Product. The number of copies of the Product and the delivery locations for such Product are set forth above. LN/MB will use reasonable efforts to update the Distributed Media on monthly or quarterly basis (depending upon the materials). Customer understands and acknowledges that LN/MB may use one or more of its approved subcontractors to install any Kiosk Prison Solution ordered.

DM. 4. License; Restrictions on Use; Products

DM. 4.1. Customer and its Authorized Users are granted a non-exclusive, non-transferable, limited right to access and use the Product made available under this Agreement for legal research purposes. The rights granted to each Authorized User are as follows:

DM. 4.1.1. The right to electronically display Materials retrieved through the Product for the Authorized User's individual use to no more than one person at a time;

DM. 4.1.2. The right to download or make printouts of Materials using the commands of the Product and to create a single printout of Materials accessed via commands of the Product ("Authorized Printouts");

DM. 4.1.3. To the extent permitted by applicable copyright law, the right to make copies of Authorized Printouts and distribute Authorized Printouts and copies.

DM. 4.2. Except as specifically provided in Section 2.1, Customer and its Authorized Users are prohibited from downloading, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the Product, and may not print or download Materials without using the commands of the Product.

DM. 4.3. Customer and its Authorized Users are not permitted to:

DM. 4.3.1. Remove or obscure any copyright notice or other notice or terms of use contained in the Product or Materials;

DM. 4.3.2. Use the Product or Materials in any fashion that may infringe any copyright, intellectual property right, or proprietary or property right or interest of LN or its contractors or content suppliers;

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DM. 4.3.3. Use the Product or Materials to develop a database, infobase, online or similar database service, or other information resource in any media (print, electronic or otherwise, now existing or developed in the future) for sale to or use by others; or

DM. 4.3.4. Copy, reverse engineer, decompile, disassemble, derive source code, modify or prepare derivative works of the Product or Materials; or

DM. 4.3.5. Use the Product or Materials in a manner that is non-compliant with any applicable laws, rules or regulations.

DM. 4.4. The Products, Materials, and feature functionality within the Products may be enhanced, added to, withdrawn, or otherwise changed by LN without notice.

DM. 5. Proprietary Rights

DM. 5.1. The Product and Materials and any copyrights, trademarks, patents, trade secrets, intellectual property rights and other proprietary rights in and to the Product and Materials are owned by LN and its contractors and content suppliers. Customer acquires no proprietary interest in the Product, Materials, or copies thereof.

DM. 6. Pricing; Payment

DM. 6.1. In exchange for access to and use of the Distributed Media, Customer will pay LN/MB the charges set forth above, which includes all charges for shipping and handling.

DM. 6.2. MB will serve as LN's billing agent during the Term. MB will provide Customer with one consolidated invoice for the Distributed Media which shall be provided to Customer as set forth above. Customer will pay the commitments to MB and MB will remit to LN that portion of the commitments that is due to LN under this Agreement.

DM. 7. Termination

DM. 7.1. Upon termination of this Agreement, at the direction of LN/MB, Customer will either cease all use of and destroy the Distributed Media, or return the Distributed Media to LN/MB.

DM. 8. Warranties; Liabilities/Remedies

DM. 8.1. LN represents and warrants that it has the right and authority to make the Products available to Customer and its Authorized Users as authorized expressly by this Agreement.

DM. 8.2. EXCEPT AS OTHERWISE PROVIDED ABOVE IN SECTION 8.1, THE PRODUCTS AND MATERIALS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND LN AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING. LN DOES NOT WARRANT THE ACCURACY, RELIABILITY OR CURRENTNESS OF THE MATERIALS.

NOTHWITHSTANDING ANYTHING TO CONTRARY IN THE MASTER AGREEMENT, CUSTOMER'S EXCLUSIVE REMEDY AND LN/MB'S SOLE OBLIGATION WITH RESPECT TO DEFECTIVE DISTRIBUTED MEDIA WILL BE THE RIGHT TO RETURN THE DEFECTIVE DISTRIBUTED MEDIA FOR A REPLACEMENT COPY AT NO ADDITIONAL CHARGE.

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DM. 8.3. A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, expense or damage of any kind resulting in any way from (a) any errors in or omissions from the Products or any Materials available or not included therein, (b) the unavailability or interruption of the Products or any features thereof or any Materials, (c) Customer's or an Authorized User's use of the Product or Materials regardless of whether Customer received any assistance from a Covered Party in using the Product or Materials), (d) the loss or corruption of any data or equipment in connection with the Product, (e) the content, accuracy, or completeness of Materials, all regardless of whether Customer or an Authorized User received assistance in the use of the Product or Materials from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content referred to in the Materials.

DM. 8.4. "Covered Party" means (a) LN, its affiliates including Matthew Bender, and any officer, director, employee, subcontractor, agent, successor, or assign of LN or its affiliates; and (b) each third party supplier of Materials, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or any of their affiliates.

DM. 8.5. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES ARISING OUT OF OR RELATING TO THE PRODUCTS OR MATERIALS OR THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, WHETHER IN ONE CLAIM OR IN MULTIPLE CLAIMS, EXCEED THE LESSER OF CUSTOMER'S ACTUAL DIRECT DAMAGES OR THE AMOUNT CUSTOMER PAID FOR THE PRODUCT IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. CUSTOMER'S RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH CUSTOMER OR ITS AUTHORIZED USERS MAY HAVE AGAINST ANY COVERED PARTY.

DM. 8.6. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COVERED PARTIES SHALL NOT BE LIABLE (WHETHER RELATED TO STATUTE, TORT, STRICT LIABILITY, CONTRACT, BREACH OF WARRANTY OR OTHERWISE) FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, EVEN IF A COVERED PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE PRODUCT, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO INDEMNITY OBLIGATIONS OR CUSTOMER'S (AND ITS AUTHORIZED USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO LN OR ITS THIRD PARTY SUPPLIERS.

DM. 8.7. LN ALSO SHALL NOT BE LIABLE FOR, AND SHALL BE EXCUSED FROM, ANY FAILURE TO PERFORM OR DELAY IN PERFORMANCE DUE TO CAUSES BEYOND THEIR REASONABLE CONTROL, INTERRUPTIONS OF POWER OR TELECOMMUNICATIONS SERVICES, ACT OF WAR, TERRORISM OR NATURE, GOVERNMENTAL ACTIONS, FIRE, FLOOD, NATURAL DISASTERS OR SIMILAR EVENTS.

DM. 8.8. If there is a breach of the warranty in Section 8.1 above, then LN at its option and expense, shall either defend or settle any action against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Products or Materials, asserted against Customer by such third party (excluding any decisions or advice made or given as a result of the use of or reliance upon the Materials) provided: (i) all use of the Products and Materials was in accordance with this Agreement; (ii) the claim, cause of action or infringement was not caused by Customer or its

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Authorized Users; (iii) Customer gives LN prompt notice of any such claim and stops using the services if requested by LN; and (iv) Customer gives LN the right to solely control and direct the investigation, defense and settlement of each such claim. Customer, at LN's expense, shall reasonably cooperate with LN in connection with the foregoing.

DM. 8.9. Should the Product or the operation thereof or Materials become, or in the opinion of LN be likely to become, the subject of a claim of set forth above, Customer shall permit LN, at its sole option and expense, either (i) to procure for Customer the right to continue using the Product or Materials, (ii) to replace or modify the same so that it becomes non-infringing; or (iii) terminate Customer's use of the Product (thus, terminating the portion of this Agreement related to the related Product) upon notice to Customer and grant Customer a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

DM. 8.10. The provisions of Sections 8.8 and 8.9 shall constitute Customer and its Authorized Users sole and exclusive remedy for the respective matters specified therein.

DM. 8.11. LN shall have no responsibility to Customer under this Section 8 with respect to any use of the Products or Materials (as defined in the appropriate Rider or General Terms) in a manner not authorized by this Agreement; or for any abuse or modification of the Products or Materials by Customer or its Authorized Users.

DM. 8.12. Customer, at its expense, shall defend, or at its option, settle and hold LN harmless for any action or proceeding of any kind or description based upon a third party's claim arising from or related to employees or inmate's use or misuse of the Product or any other online service the employees or inmates are able to access via the Product provided (i) the claim or cause of action was not caused by LN; (ii) Customer is given prompt notice of any such claim; and (iii) Customer is given the right to control and direct the investigation, defense and settlement of each such claim to the fullest extent permitted by law. LN, at the expense of Customer, shall reasonably cooperate with Customer in connection with the foregoing. If notified promptly in writing of any claim, demand or a judicial action brought against LN based on an allegation the employees or inmate's use or misuse of the Product or any other online services accessed via the Product constituted the claim, injury or cause of action, then Customer will pay all costs, including reasonable attorneys' fees, associated with resolving such claim and will pay the judgment or settlement amount (if any).

DM. 8.13. On an annual basis, and upon 10 days written notice from LN, Customer will reasonably cooperate with LN to audit to ensure that the Customer's and its Authorized User's requirements under this Agreement are being fulfilled. Any audit will be during Customer's normal business hours and at a mutually agreeable date and time and will be conducted in a manner such that it shall not unreasonably impact Customer's business operations.