

**Law Enforcement Risk Management Services Proposal**  
**Road and Jail Policy, Procedures, Training, and Risk Management Services**

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **Galveston County and Galveston County Sheriff's Office, Galveston, TX** (hereinafter "County and GCSO"), 601 54<sup>th</sup> St, Galveston, TX, and the **Law Enforcement Risk Management Group, INC dba Legal and Liability Risk Management Institute** (hereinafter "LLRMI"), 700 N. Carr Road, #595, Plainfield, IN 46168 for **LLRMI** to provide the **County** or **GCSO** law enforcement and Jail policies and procedures, and consulting as described herein.

1. **TERM.** The term of this Agreement shall be July 1, 2025, through December 31, 2025.
2. **SERVICES PROVIDED.** LLRMI agrees to provide Law Enforcement, Jail policies, and procedures as follows:
  - A. Law Enforcement Road and Jail policies and procedures in cooperation with the County and GCSO. LERMG shall maintain comprehensive Road and Jail Operations Policies and Procedures, as well as Consulting Services with the County or GCSO, as directed by the County or GCSO.
  - B. Policy development will be developed using.
    1. Texas State Law
    2. Fifth District Court of Appeals Decisions
    3. Supreme Court Decisions
    4. Texas Association of Chiefs of Police Certification
    5. Department of Justice Best Practices
    6. American Jail Association (AJA) Recommendations
    7. American Correction Association (ACA) Recommendations
    8. Texas Commission on Jail Standards

**COMPENSATION.** In consideration of all the provisions and stipulations of this Agreement, the County and GCSO agree to remit service fees as follows:

- A. \$12,500.00, Galveston Agency-specific Road Operation policies and procedures and consulting services.
  - B. \$12,500.00, Galveston County Agency-specific Jail Operation Policies and Procedures
3. **OWNERSHIP.** LLRMI acknowledges and agrees that the material delivered to the County or GCSO relating to road and jail operations policies and procedures and all resulting work products and data provided under this Agreement shall be the exclusive property of the County and GCSO.

**4. CONFIDENTIAL INFORMATION.**

A. Each party to this Agreement acknowledges that it may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs, including but not limited to the County or GCSO member information, litigation strategies, financial information, product or service information, and other materials expressly designated or marked as confidential (hereinafter "Confidential Information"). Confidential Information does not include:

- i. Information already known or independently developed by the recipient.
- ii. Information in the public domain through no wrongful act of the party or
- iii. Information received by a party from a third party who was free to disclose it.

B. Each party agrees that during the term of this Agreement and all times thereafter, it shall not use, commercialize, or disclose the other party's confidential Information to any person or entity except its employees needing to know. Each party shall use at least the same degree of care in safeguarding the other party's confidential information as it protects its confidential information, but in no event shall a party use less than due diligence and care.

**5. USE OF LERMG NAME.** The parties agree that the LLRMI name may be used in Policy-related materials supporting the services provided under this Agreement.

**6. INDEPENDENT CONTRACTOR.** While performing services here, LLRMI is an independent contractor and not an employee or agent of the County or GCSO. LLRMI agrees that this Agreement shall not constitute a partnership or employment relationship, and neither LLRMI nor its employees are entitled to any benefits provided by the County or GCSO. Additionally, LLRMI and its employees are prohibited from acting as agents, employees, directors, or partners of the County or GCSO. This Agreement does not establish any joint venture between the parties.

**7. MODIFICATION AND ASSIGNMENT.** This Agreement may be modified only by subsequent written agreement of the parties. Neither party may assign performance of this Agreement.

**8. TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice to the addresses listed in this Agreement. It may be terminated by the County or GCSO for cause at any time, with or without notice.

**9. INSURANCE REQUIREMENTS.**

**A. General Liability Insurance:**

LLRMI shall maintain occurrence-based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000.00) for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. Such insurance shall add the County and the GCSO as additional insureds.

**B. Business Automobile Liability Insurance:**

LLRMI shall maintain business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000.00) for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

**C. Workers' Compensation Insurance:**

LLRMI shall maintain workers' compensation and employers' liability insurance as required by Texas law.

**D. LLRMI shall furnish the County and GCSO with properly executed Certificates of Insurance that clearly evidence all insurance required under this Agreement. In the event of a substantial change in insurance, issuance of a new policy, cancellation, or nonrenewal of a policy, LLRMI agrees to provide immediate NOTICE to the County and GCSO and provide new Certificate(s) of Insurance showing continuous coverage in the amounts required. LLRMI shall furnish copies of insurance policies if requested by the County or GCSO.**

**10. HOLD HARMLESS AND INDEMNIFICATION.** LERMG agrees to hold harmless and indemnify the County and GCSO, their officers, agents, and employees from all actions, suits, damages, liabilities, or other proceedings that may arise from the performance of services hereunder. This section does not require LLRMI to be responsible for or defend against claims or damages arising solely from errors or omissions of LLRMI, its officers, agents, and employees.

**11. COMPLIANCE.** LLRMI shall comply with all applicable federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements related to services under the Agreement and shall be solely responsible for obtaining and maintaining current information on such requirements.

**12. CONTROLLING LAW.** Except as otherwise provided, this Agreement shall be governed by and construed under the laws of the State of Texas.

13. **SEVERABILITY.** If any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision herein.

14. **NOTICES.** Any communication or Notice under this Agreement shall be given in writing to the following designees:

LGRMS: Galveston County and Galveston County Sheriff's Office (TX)  
601 54<sup>th</sup> Street  
Galveston, TX 77551

LERMG: Law Enforcement Risk Management Group  
Attn: Jim Alsup  
700 N. Carr Road, #595  
Plainfield, IN 46168

16. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement; no collateral, oral, or other agreement is outstanding. Any change or addendum to this Agreement must be in writing and signed by both LLRMI, County Judge and GCSO. No provision of this Agreement, should any be deemed unenforceable, shall in any way change any other provision of the Agreement.

GCSO:

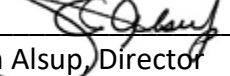
By: \_\_\_\_\_  
GCSO

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

BY: \_\_\_\_\_  
County Judge

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

LLRMI:

By:  \_\_\_\_\_  
Jim Alsup, Director

Date: 6/17/2025