

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

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

Monday, August 4, 2025

9:30 AM

**Galveston County Courthouse** 

### REGULAR MEETING

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

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

#### Call to Order

### **Invocation and Pledge of Allegiance**

#### **Public Comment**

### **Consent Agenda**

Submitted by the Auditor's Office:

- \*1. Approval of the accounts payable checks dated 8/4/2025
- \*2. Order for payroll ending 7/30/2025 bi-weekly #16
- \*3. Order for supplemental payroll period ending 7/30/2025 bi-weekly #16
- \*4. Internal audit report of the inventory of fixed assets of the Fleet Department with response letter from Director of Road & Bridge, Lee Crowder
- \*5. Quarterly audit report for Constable, Precinct 1 for period of 4/1/2025 6/30/2025
- \*6. Quarterly audit report for Constable, Precinct 2 for period of 4/1/2025 6/30/2025
- \*7. Quarterly audit report for Constable, Precinct 3 for period of 4/1/2025 6/30/2025
- \*8. Quarterly audit report for Constable, Precinct 4 for period of 4/1/2025 6/30/2025
- \*9. Quarterly audit report for the Court Collections Office for period of 4/1/2025 6/30/2025

- \*10. Quarterly audit report for the Juvenile Justice Department for period of 4/1/2025 6/30/2025
- \*11. Quarterly audit report for the Sheriff's Office Tax Sale Division for period of 4/1/2025 6/30/2025
- \*12. Receive and file refund check list from Odyssey submitted by the District Clerk
- \*13. Receive and file the restitution checklist from Odyssey submitted by Personal Bond/Collections
- \*14. Receive and file District Judges' Order Appointing County Auditor submitted by District Court Administration
- \*15. Consideration of approval to accept a total donation of \$516.00 made to the K9 Division during the Galveston County Shred Day event, submitted by the Galveston County Sheriff's Office
- \*16. Consideration of execution of an interlocal agreement with the City of Friendswood Congregate Meal Grant Program for FY26 submitted by Parks and Cultural Services
- \*17. Consideration of execution of an interlocal agreement with the City of League City Congregate Meal Grant Program for FY26 submitted by Parks and Cultural Services
- \*18. Consideration of execution of an interlocal agreement with the City of Texas City Congregate Meal Grant Program for FY 2026 submitted by Parks and Cultural Services
- \*19. Consideration of resultant agreement with Huitt-Zollars, Inc., for RFQ #25-034 Professional Engineering Services for Bolivar Beach Pocket Park Design submitted by Parks
- \*20. Consideration of Release of Nuisance Abatement Lien at 4709 17th St., Bacliff, TX 77518, a/k/a Abst. 164 E Payne Sur Lots 44 & 45 Blk 119 Clifton by the Sea submitted by Legal Services Manager
- \*21. Consideration of Release of Nuisance Abatement Lien at Corner of Blackslip Rd. and Hwy 87, Gilchrist, TX 77617, a/k/a Abst. 64 E Franks TR B Being N 75ft of S 175 of W 30ft Lot 20 & E 60Ft Lot 19 Gilchrist Prolongation N of RR Row 75 x 90 submitted by Legal Services Manager
- \*22. Consideration of approval of Otis Service and Repair Order for Opitguard Shield submitted by Facilities
- \*23. Consideration of approval for Reportal annual software maintenance with Shahrabani & Associates, LLC submitted by Information Technology
- \*24. Consideration of approval of CorEMR professional services to assist with migrating the CorEMR application with CorEMR submitted by Information Technology
- \*25. Consideration for authorization to utilize a cooperative purchasing agreement in lieu of competitive bidding requirements to purchase 5-year support subscription renewal for VMWare support with CDW-G submitted by Information Technology

- \*26. Consideration of approval of Horizon subscription renewal for virtual desktop infrastructure with CDWG submitted by Information Technology
- \*27. Receive and file Southern States Consortium JPMorgan Chase procurement card (p-card) rebate check submitted by the Interim Purchasing Agent
- \*28. Consideration for authorization to extend the contracts for RFP 24-009 Financial Assistance for Galveston County submitted by the Interim Purchasing Agent
- \*29. Consideration for authorization to extend the contracts for ITB 24-005 Vehicles Repairs submitted by the Interim Purchasing Agent
- \*30. Consideration for authorization to issue formal solicitations for Rollover Bay Park CDBG Round 2.3 Funded submitted by the Interim Purchasing Agent
- \*31. Consideration for authorization to issue formal solicitations for mitigation application and planning professional services submitted by the Interim Purchasing Agent
- \*32. Consideration for authorization to dispose of salvage or surplus property submitted by the Interim Purchasing Agent
- \*33. Consideration of approving the consent to assignment for engineering services with Dannenbaum to GFT Infrastructure, Inc. for Bacliff Drainage Improvements submitted by Engineering
- \*34. Consideration of authorizing the County Judge to execute amendment no. 2 to the engineering agreement with IDS Engineering Group for the Jackson Ave Paving & Drainage Improvements from 9th St to 14th St project submitted by the County Engineer
- \*35. Consideration of authorizing the County Judge to execute utility easements with Bolivar Peninsula Special Utility District for waterlines at the High Island Shelter submitted by Platting & Right-of-Way
- \*36. Request for ratification of denial of request for waiver or refund of penalty and interest as recommended by Penalty & Interest Review Committee submitted by the Tax Assessor/Collector
- \*37. Consideration of authorization for County Judge to sign resolution regarding annual County grant to Interfaith Ministries of Greater Houston for home delivered meals as submitted by Professional Services
- \*38. Consideration of authorization for County Judge to sign Special Document No. SD20250019 and Coastal Surface Lease No. SL20250064 regarding Coastal Erosion Response and Planning grant award No. 24-058-001-E117 from the Texas General Land Office for the Bolivar Beach and Dune Restoration project at the Highway 87/124 Interchange, as submitted by Professional Services

- \*39. Consideration of authorization for County Judge to sign Task Order #1B under the Innovative Emergency Management, Inc. technical mitigation grant writing contract as submitted by Professional Services
- \*40. Consideration of authorization for County Judge to sign Task Order #2B under the Innovative Emergency Management, Inc. technical mitigation grant writing contract as submitted by Professional Services
- \* Consideration of approval of the following budget amendments submitted by Professional Services:
- \***41.** 25-157-0804-A

Mental Health/Public Defender- Request transfer from General Fund - Budgeted Reserves to Mental Health Public Defenders - Various line items to support costs for the remainder of the fiscal year

\***42.** 25-158-0804-B

Parks and Cultural Services- Request transfer from General Fund - Professional Memberships to Beach and Parks - Travel and Transportation to fund conference expenses

**\*43.** 25-159-0804-C

Parks and Cultural Services- Request transfer from within Senior Citizens Program - Membership & Dues to Travel & Conference to cover flight and rental expenses

\*44. 25-160-0804-D

Sheriff's Office - Request transfer from General Fund - Budgeted Reserves to Sheriff's Office - Corrections - Salary and various line items to fund the personnel creation

**\*45.** 25-161-0804-E

Sheriff's Office - Request transfer from Sheriff's Office Bailiffs - Various Line Items to Sheriff's Office Administration - various line items to fund the transfer of a position

### **Action Agenda**

### **County Clerk**

- **46.** Public Hearing on the County Clerk's Proposed Records Archive Fee Established under §118.025 and §118.011(f) of the Texas Local Government Code
- 47. Consideration of an Order Adopting the County Clerk's Proposed Records Archive Fee Established under §118.025 and §118.011(f) of the Texas Local Government Code

### **Professional Services**

**48.** Consideration for Commissioners' Court to propose a tax rate as required by Senate Bill 2

### **General Counsel**

a. Break into Executive Session:

#### b. 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:

**b.49.** Chief Financial Officer

### c. Reconvene into Regular Meeting

**c.50.** Consideration of approval of appointment of the Chief Financial Officer

### Adjourn

### Workshop Agenda

51. Budget Workshop Discussion

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

\*1.

Approval of the accounts payable checks dated 8/4/2025

Seq#	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/29/25 10:27 am



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

\*2.

Order for payroll ending 7/30/2025 bi-weekly #16

Seq#	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/29/25 10:31 am



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\*3.

Order for supplemental payroll period ending 7/30/2025 bi-weekly #16

Seq#	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/29/25 10:32 am



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\*4.

Internal audit report of the inventory of fixed assets of the Fleet Department with response letter from Director of Road & Bridge, Lee Crowder

Seq#	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/29/25 11:47 am



## **Office of County Auditor**

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

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

August 4, 2025

Honorable Mark A. Henry, County Judge, and Members of the Commissioners Court 722 Moody Ave, Suite 200 Galveston, TX 77550

Honorable Mark A. Henry and Members of the Court:

Attached to be received and filed is the internal audit report of the inventory of fixed assets of the Fleet Department. Also attached is the response letter from Director of Road & Bridge, Lee Crowder.

Sincerely,

Sergio Cruz

**County Auditor** 

Sergio Cruz

cc: Lee Crowder, Director of Road & Bridge Elizabeth Bryant, Fleet Administrative Manager Christie Motogbe, CPA, Acting First Assistant County Auditor Rufus Crowder CPPO, CPPB, Purchasing Agent

Attachment: Fleet Inventory of Fixed Assets Audit Report

Response Letter, Lee Crowder, Director of Road & Bridge



## **Office of County Auditor**

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

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

June 20, 2025

**To:** Elizabeth Bryant

Fleet Administration - Manager

From: Cynthia Hicks

Internal Auditor I

Re: Fleet Department, Inventory of Fixed Assets

An inventory of fixed assets of the Fleet Department was conducted from May 22, 2025 to June 20, 2025. The objective of the inventory was to provide reasonable assurance that Galveston County fixed assets assigned to the Fleet Department have been accounted for at the time of the inventory and the information in Workday is complete and accurate.

#### **Fixed Asset Identification (FAID)**

The Purchasing Agent Policies & Procedures Manual (March 7, 2018) requires the custodial department to properly tag and document receipt of each fixed asset. The Purchasing Asset Coordinator assigns a unique FAID number to each fixed asset. The FAID is recorded in Workday and a decal reflecting the number is affixed to the vehicle or piece of equipment. No material discrepancies were noted in the testing of the FAID decals.

#### **Semi-Annual Fixed Asset Inventory**

The Purchasing Agent Policies & Procedures Manual (March 7, 2018) 12.4(c) states an online process, using the Asset Custody Verification Form, is initiated semi-annually with all departments. The Asset Verification Form includes all inventoried fixed assets charged to the protective custody of each department. The department's asset custodian shall examine the form for accuracy, execute it and return it to the Purchasing Asset Coordinator.

The Fleet Department performed an inventory of fixed assets May 2024. The Asset Custody Verification Form, dated May 20, 2024 was submitted to the Purchasing Asset Coordinator. No material discrepancies were noted in the testing of the Semi-Annual Fixed Asset Inventory.

#### **Fixed Asset Transfer**

The Purchasing Agent Policies & Procedures Manual (March 7, 2018) 11.3(a) states "Fixed asset transports from location to location require the notification of the Purchasing Asset Coordinator who will perform the update of location in the financial system. Custodial transfers from one department/division to another must be documented

June 20, 2025 Page 2

with Purchasing form FA-02, Transfer which must be sent to the Purchasing Asset Coordinator. The transfer will be completed and filed with the asset record within 5 business days." Form FA-02 was properly submitted to the Purchasing Department for all transferred assets. No material discrepancies were noted in the testing of the Fixed Asset Transfer.

We wish to thank Elizabeth Bryant and her staff for their cooperation and assistance.

cc: Sergio Cruz, County Auditor
Christie Motogbe, CPA, Acting First Assistant County Auditor
Rufus Crowder CPPO, CPPB, Purchasing Agent
Lee Crowder, Director of Road & Bridge



## The County of Galveston

Road and Bridge Department
Seawall Maintenance Department
Bolivar Peninsula Beach Maintenance
Fleet Service Department
Lee Crowder, Road Administrator Office 281-534-5152

Date: July 15, 2025

To: Sergio Cruz

County Auditor

From: Lee Crowder / Lul

Road and Bridge Administrator

Re: Response to FY2025 Internal Audit

The Fleet Department has reviewed the FY2025 Internal Field Audit for the period of May 22, 2025 through June 20, 2025 and accepts the report as submitted.

I would like to thank the staff of the Office of the County Auditor for the diligence and consultation provided during the audit process.

Thank you,

**Lee Crowder** Road Administrator

County

Lee.Crowder@co.galveston.tx.us



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

**\*5.** 

Quarterly audit report for Constable, Precinct 1 for period of 4/1/2025 - 6/30/2025

Seq#	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/29/25 11:10 am



## **Office of County Auditor**

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

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

August 4, 2025

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

Katherine A. Mears

Honorable Mark A. Henry and Members of the Court:

Attached to be received and filed is the Quarterly Audit Report for Constable, Precinct 1. The audit covered the period from April 2025 through June 2025.

Sincerely,

Sergio Cruz County Auditor

cc: Honorable Blake Patton

Attachment: Quarterly Audit Report, Constable, Precinct 1



## **Office of County Auditor**

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

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

July 16, 2025

Honorable Blake Patton Constable, Precinct 1 P.O. Box 8327 Bacliff, Texas 77518

Katheine A. Means

#### Honorable Blake Patton:

The Galveston County Auditor's Office has examined the monthly reports of Constable, Precinct 1 for the months of April 2025 through June 2025. The scope of the examination was limited to reviewing the records submitted to this office by Constable, Precinct 1. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Clerk Treasury in a timely manner.

- Monthly reports were submitted in compliance with LGC §114.001 General Requirements Applicable to Reports and LGC §114.043 Periodic Report to County Auditor.
- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with LGC §115.002 Examination of Books and Reports.
- All funds collected were deposited with the County Clerk Treasury in compliance with LGC §113.022 Time for Making Deposits.

This report will be submitted to Commissioners Court on August 4, 2025. Please contact Lori McWhirter, Internal Audit Manager, if you have any questions or comments regarding this report.

Sincerely,

Sergio Cruz, County Auditor



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

**\*6.** 

Quarterly audit report for Constable, Precinct 2 for period of 4/1/2025 - 6/30/2025

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/29/25 11:13 am



## **Office of County Auditor**

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

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

August 4, 2025

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

Katherine A. Mears

Honorable Mark A. Henry and Members of the Court:

Attached to be received and filed is the Quarterly Audit Report for Constable, Precinct 2. The audit covered the period from April 2025 through June 2025.

Sincerely,

Sergio Cruz County Auditor

cc: Honorable Paul Edinburgh

Attachment: Quarterly Audit Report, Constable, Precinct 2



## **Office of County Auditor**

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

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

July 16, 2025

Honorable Paul Edinburgh Constable, Precinct 2 P.O. Box 697 Santa Fe, Texas 77510

Katherine A. Means

### Honorable Paul Edinburgh:

The Galveston County Auditor's Office has examined the monthly reports of Constable, Precinct 2 for the months of April 2025 through June 2025. The scope of the examination was limited to reviewing the records submitted to this office by Constable, Precinct 2. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Clerk Treasury in a timely manner.

- Monthly reports were submitted in compliance with LGC §114.001 General Requirements Applicable to Reports and LGC §114.043 Periodic Report to County Auditor.
- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with LGC §115.002 Examination of Books and Reports.
- All funds collected were deposited with the County Clerk Treasury in compliance with LGC §113.022 Time for Making Deposits.

This report will be submitted to Commissioners Court on August 4, 2025. Please contact Lori McWhirter, Internal Audit Manager, if you have any questions or comments regarding this report.

Sincerely,

Sergio Cruz County Auditor



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

\*7.

Quarterly audit report for Constable, Precinct 3 for period of 4/1/2025 - 6/30/2025

Seq#	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/29/25 11:16 am



## **Office of County Auditor**

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

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

August 4, 2025

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

Katherine A. Mears

Honorable Mark A. Henry and Members of the Court:

Attached to be received and filed is the Quarterly Audit Report for Constable, Precinct 3. The audit covered the period from April 2025 through June 2025.

Sincerely,

Sergio Cruz County Auditor

cc: Honorable Derreck Rose

Attachment: Quarterly Audit Report, Constable, Precinct 3



### **Office of County Auditor**

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

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

July 16, 2025

Honorable Derreck Rose Constable, Precinct 3 203 Vauthier Road La Marque, Texas 77568

Katherine A. Mears

#### Honorable Derreck Rose:

The Galveston County Auditor's Office has examined the monthly reports of Constable, Precinct 3 for the months of April 2025 through June 2025. The scope of the examination was limited to reviewing the records submitted to this office by Constable, Precinct 3. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Clerk Treasury in a timely manner.

- Monthly reports were submitted in compliance with LGC §114.001 General Requirements Applicable to Reports and LGC §114.043 Periodic Report to County Auditor.
- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with LGC §115.002 Examination of Books and Reports.
- All funds collected were deposited with the County Clerk Treasury in compliance with LGC §113.022 Time for Making Deposits.

This report will be submitted to Commissioners Court on August 4, 2025. Please contact Lori McWhirter, Internal Audit Manager, if you have any questions or comments regarding this report.

Sincerely,

Sergio Cruz County Auditor



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

\*8.

Quarterly audit report for Constable, Precinct 4 for period of 4/1/2025 - 6/30/2025

Seq#	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/29/25 11:25 am



## **Office of County Auditor**

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

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

August 4, 2025

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

Honorable Mark A. Henry and Members of the Court:

Attached to be received and filed is the Quarterly Audit Report for Constable, Precinct 4. The audit covered the period from April 2025 through June 2025.

Sincerely,

Sergio Cruz County Auditor

cc: Honorable Justin West

Attachment: Quarterly Audit Report, Constable, Precinct 4



## **Office of County Auditor**

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

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

July 16, 2025

Honorable Justin West Constable, Precinct 4 174 Calder Road, Suite 127 League City, Texas 77573

#### **Honorable Justin West:**

The Galveston County Auditor's Office has examined the monthly reports of Constable, Precinct 4 for the months of April 2025 through June 2025. The scope of the examination was limited to reviewing the records submitted to this office by Constable, Precinct 4. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Clerk Treasury in a timely manner.

- Monthly reports were submitted in compliance with LGC §114.001 General Requirements Applicable to Reports and LGC §114.043 Periodic Report to County Auditor.
- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with LGC §115.002 Examination of Books and Reports.
- No material discrepancies were noted in the depositing of collections with the County Clerk Treasurer, in compliance with LGC §113.022 Time for Making Deposits.

This report will be submitted to Commissioners Court on August 4, 2025. Please contact Lori McWhirter, Internal Audit Manager, if you have any questions or comments regarding this report.

Sincerely,

Sergio Cruz County Auditor



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

**\*9.** 

Quarterly audit report for the Court Collections Office for period of 4/1/2025 - 6/30/2025

Seq#	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/29/25 11:37 am



## **Office of County Auditor**

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

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

August 4, 2025

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

Honorable Mark A. Henry and Members of the Court:

Attached to be received and filed is the Quarterly Audit Report for the Court Collections Office. The audit covered the period from April 2025 through June 2025.

Sincerely,

Sergio Cruz County Auditor

cc: Mr. Aaron Johnson, Director of Personal Bonds/Collections

Attachment: Quarterly Audit Report, Court Collections Office



## **Office of County Auditor**

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

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

July 16, 2025

Mr. Aaron Johnson Director of Personal Bonds/Collections 600 59th Street, Suite 1500 Galveston, TX 77551

Mr. Aaron Johnson:

The Galveston County Auditor's Office has examined the Private Collection, Parks and Wildlife and OMNI purchase orders submitted by the Court Collections Office for the months of April 2025 through June 2025.

#### **Private Collection Fees**

The collection contract between Galveston County and Perdue, Brandon, Field, Collins & Mott states the county shall pay the firm by the 20<sup>th</sup> day of each month all compensation earned by the firm for the previous month. County policy requires the JP offices to submit a purchase request by the 5<sup>th</sup> day of the following month. Once a PO is issued, adequate forms and support documentation shall be submitted to Accounts Payable. It is the responsibility of the office to monitor the status of the purchase orders to verify payment is made. The office is in compliance with the collection contract and county policy.

#### **Parks and Wildlife Fees**

Parks and Wildlife Code (PAW) §31.128 Disposition of Fines states a justice of the peace receiving any fine imposed by a court for a violation of this chapter shall remit 85% of the fine, for justice court cases, to the Texas Parks and Wildlife Department. County policy requires the JP offices to submit a purchase request by the 5<sup>th</sup> day of the following month. Once a PO is issued, adequate forms and support documentation shall be submitted to Accounts Payable. It is the responsibility of the office to monitor the status of the purchase orders to verify payment is made. The office is in compliance with PAW §31.128 and county policy.

#### **OMNI Fees**

Transportation Code §706.006 Payment of Reimbursement Fee states a person who fails to appear for a complaint or citation for an offense described in this chapter shall be required to pay a reimbursement fee of \$10 for each complaint or citation reported to the Department of Public Safety. For each fee collected under Section 706.006, the county shall send \$6 to the vendor, OmniBase Services of Texas, no later than the last day of the month following the close of the calendar quarter. County policy requires the JP offices to submit a purchase request by the 5<sup>th</sup> day of the following month. Once a PO is issued, adequate forms and support documentation shall be submitted to Accounts Payable. It is the responsibility of the office to monitor the status of the purchase orders to verify payment is made. The office is in compliance with Transportation Code §706 and county policy.

July 16, 2025

Page 2

This report will be submitted to Commissioners Court on August 4, 2025. Please contact Lori McWhirter, Internal Audit Manager, at (409) 770-5356 if you have any questions or comments regarding this report.

Sincerely,

Sergio Cruz
Sergio Cruz

**County Auditor** 



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

**\*10.** 

Quarterly audit report for the Juvenile Justice Department for period of 4/1/2025 - 6/30/2025

Seq#	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/29/25 11:41 am



## **Office of County Auditor**

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

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

August 4, 2025

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

Honorable Mark A. Henry and Members of the Court:

Attached to be received and filed is the Quarterly Audit Report for the Juvenile Justice Department. The audit covered the period from April 2025 through June 2025.

Sincerely,

Sergio Cruz County Auditor

cc: Mr. Glen Watson, Director of Juvenile Justice

Attachment: Quarterly Audit Report, Juvenile Justice Department



## **Office of County Auditor**

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

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

July 16, 2025

Mr. Glen Watson Director of Juvenile Justice 6101 Attwater Avenue Texas City, TX 77590

Mr. Watson:

The Galveston County Auditor's Office has examined the collections of the Juvenile Justice Department for the months of April 2025 through June 2025. The scope of the examination was limited to reviewing the records submitted to this office by the Juvenile Justice Department. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Clerk Treasury, completely and accurately.

- Monthly reports were submitted in compliance with LGC §114.001 General Requirements Applicable to Reports and LGC §114.043 Periodic Report to County Auditor.
- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with LGC §115.002 Examination of Books and Reports.
- All funds collected were receipted and deposited with the County Clerk Treasury completely, accurately and in compliance with LGC §113.022 Time For Making Deposits and CCP §103.004 Disposition of Collected Money.

This report will be submitted to Commissioners Court on August 4, 2025. Please contact Lori McWhirter, Internal Audit Manager, if you have any questions or comments regarding this report.

Sincerely,

Sergio Cruz County Auditor



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

\*11.

Quarterly audit report for the Sheriff's Office Tax Sale Division for period of 4/1/2025 - 6/30/2025

Seq#	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/29/25 10:53 am



## **Office of County Auditor**

Sergio Cruz, County Auditor

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

August 4, 2025

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

Honorable Mark A. Henry and Members of the Court:

Attached to be received and filed is the Quarterly Audit Report for the Sheriff's Office Tax Sale Division. The audit covered the period from April 2025 through June 2025.

Sincerely,

Sergio Cruz County Auditor

cc: Jimmy Fullen, Galveston County Sheriff

Attachment: Quarterly Audit Report, Sheriff's Office Tax Sale Division



### **Office of County Auditor**

Sergio Cruz, County Auditor

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

July 17, 2025

Jimmy Fullen Galveston County Sheriff 601 W. 54<sup>th</sup> Street Galveston, TX 77551

Sheriff Fullen:

The Galveston County Auditor's Office has examined the financial records and administrative procedures related to the fees collected by the Sheriff's Office Tax Sale Division for the months of April 2025 through June 2025. The objectives of the examination were to (1) verify all proceeds from the tax sale were deposited in the bank and recorded accurately and completely in Odyssey and (2) all proceeds were distributed in accordance with Tax Codes §34.02 Distribution of Proceeds and §34.06 Distribution of Proceeds of Resale. No errors were detected in the deposit and distribution of proceeds from the Sheriff's Office Tax Sale Division during the audit period.

### **Management of Collections**

A bank reconciliation properly performed and adequately supported is one of the best methods of cash management available to any official. The reconciliation process identifies any discrepancies in the tax sale account and assists in preventing the misuse of funds. The bank reconciliation process compares the Odyssey payment report and check register to the bank statements. Any discrepancies are noted on the bank reconciliation as adjustments. Internal Audit reviewed the bank reconciliations for the audit period. No discrepancies were noted during the audit period.

This report will be submitted to Commissioners Court on August 4, 2025. Please contact Lori McWhirter, Internal Audit Manager, if you have any questions or comments regarding this report.

Sincerely,

Sergio Cruz County Auditor



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

**\*12.** 

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

Seq#	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/28/25 10:32 am

## View Payment Printing Run



Payment Printing Run Ad Hoc Payment - Odyssey - 07/18/2025 11:02 AM

Settlement Run SR-0000185

Payment Group Ad Hoc Payment(Check) for Prosperity-District Clerk Odyssey 3561

Ad Hoc Payment - Odyssey - 07/18/2025 11:02 AM.pdf

Status Completed

**Process Information** 

Name of Submitter Annaya Nigrelle

Actual Start Date and Time 07/18/2025 01:02 PM

100% 00:00:08

Integration Completed.

Total Processing Time (hour:min:sec)
Response Message

#### **Payments**

Payment	Payment Date	Check Number	Payment Amount	Currency	Payee
Ad Hoc Payment: Suzanne Schwab Radcliffe - 07/15/2025	07/15/2025	2895	213.00	USD	Suzanne Schwab Radcliffe

#### Positive Pay Files

Positive				Process History							
Positive Pay File	Pay File Payment Count	Amount Total	Account Currency	Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Positive Pay File for Prosperity- District Clerk Odyssey 3561 on 07/18/2025, 11:02 AM	1	213.00	USD	Payment Printing Event	Payment Printing Event	Step Completed	07/18/2025 01:02:39 PM	07/19/2025	Annaya Nigrelle	1	
				Payment Printing Event	Approval by Settlement Specialist	Approved	07/18/2025 01:03:45 PM		Susie Smith (Settlement Specialist)	1	
				Payment Printing Event	Integration: INT023 Prosperity Bank Payroll Positive Pay with Voids Outbound	Not Required		07/19/2025		0	



	Positive		A 1	Process History							
Positive Pay File	Pay File Payment Count	Amount Total	Account Currency	Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
				Integration Process: INT030 Prosperity Bank Financials Positive Pay with Voids Outbound		Automatic Complete	07/18/2025 01:03:45 PM			0	
				Integration Process: INT030 Prosperity Bank Financials Positive Pay with Voids Outbound	Service: Fire Integration	Step Completed	07/18/2025 01:03:53 PM		Workday Service	1	ISU_INT030: Integration Completed.
				Integration Process: Document Delivery	Integration Process Event (Document Delivery (TOP LEVEL))	Automatic Complete	07/18/2025 01:03:53 PM			0	
				Integration Process: Document Delivery	Service: Fire Integration	Step Completed	07/18/2025 01:03:58 PM		Workday Service	1	ISU_INT030: Delivered 1 document(s).



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

\*13.

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

Seq#	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/25/25 9:56 am



Payment Printing Run Ad Hoc Payment - Odyssey - 07/18/2025 11:03 AM

Settlement Run SR-0000185

Payment Group Ad Hoc Payment(Check) for Prosperity-Court Collections Odyssey 9911

Ad Hoc Payment - Odyssey - 07/18/2025 11:03 AM.pdf

Status Completed

Process Information

Name of Submitter Annaya Nigrelle

Actual Start Date and Time 07/18/2025 01:03 PM

100% 00:00:10

Integration Completed.

Total Processing Time (hour:min:sec) Response Message

#### Payments

Payment	Payment Date	Check Number	Payment Amount	Currency	Payee
Ad Hoc Payment: ELEAZAR FLORES - 07/16/2025	07/16/2025	313132	376.70	USD	ELEAZAR FLORES
Ad Hoc Payment: Fraud Prosecution Unit Texas Workforce Commision Revenue & Trust Managment - 07/16/2025	07/16/2025	313133	301.00	USD	Fraud Prosecution Unit Texas Workforce Commision Revenue & Trust Managment
Ad Hoc Payment: Fraud prosecution Unit Texas Workforce Commisision Revenue & Trust Management - 07/16/2025	07/16/2025	313134	98.75	USD	Fraud prosecution Unit Texas Workforce Commission Revenue & Trust Management
Ad Hoc Payment: GALVESTON LIFEGUARDING ASSOCIATION - 07/16/2025	07/16/2025	313135	300.00	USD	GALVESTON LIFEGUARDING ASSOCIATION
Ad Hoc Payment: HHSC-OFFICE OF INSPECTOR GENERAL - 07/16/2025	07/16/2025	313136	225.00	USD	HHSC-OFFICE OF INSPECTOR GENERAL
Ad Hoc Payment: HOMETOWN EQUIPMENT RENTALS - 07/16/2025	07/16/2025	313137	695.00	USD	HOMETOWN EQUIPMENT RENTALS
Ad Hoc Payment: John Finnegan - 07/16/2025	07/16/2025	313138	27.68	USD	John Finnegan
Ad Hoc Payment: LUNDIE DANIEL - 07/16/2025	07/16/2025	313139	150.00	USD	LUNDIE DANIEL
Ad Hoc Payment: SONIA HERNANDEZ - 07/16/2025	07/16/2025	313140	300.00	USD	SONIA HERNANDEZ
Ad Hoc Payment: Stacy Martin - 07/16/2025	07/16/2025	313141	250.00	USD	Stacy Martin
Ad Hoc Payment: Texas Department of Public Safety - 07/16/2025	07/16/2025	313142	40.00	USD	Texas Department of Public Safety
Ad Hoc Payment: Texas Department of Public Safety - 07/16/2025	07/16/2025	313143	10.00	USD	Texas Department of Public Safety
Ad Hoc Payment: Van Ness Brooke - 07/16/2025	07/16/2025	313144	100.00	USD	Van Ness Brooke

Positive Pay Files



	Positive						Process I	History			
Positive Pay File	Pay File Payment Count	Amount Total		Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Positive Pay File for Prosperity-Court Collections Odyssey 9911 on 07/18/2025, 11:03 AM	13	2,874.13	USD	Payment Printing Event	Payment Printing Event	Step Completed	07/18/2025 01:03:44 PM	07/19/2025	Annaya Nigrelle	1	
				Payment Printing Event	Approval by Settlement Specialist	Approved	07/18/2025 01:03:54 PM		Susie Smith (Settlement Specialist)	1	
				Payment Printing Event	Integration: INT023 Prosperity Bank Payroll Positive Pay with Voids Outbound	Not Required		07/19/2025		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	07/18/2025 01:03:54 PM			0	
				Integration Process: INT030 Prosperity Bank Financials Positive Pay with Voids Outbound	Service: Fire	Step Completed	07/18/2025 01:03:57 PM		Workday Service	Ir	SU_INT030: ntegration completed.
				Integration Process: Document Delivery	Integration Process Event (Document Delivery (TOP LEVEL))	Automatic Complete	07/18/2025 01:03:57 PM			0	
				Integration Process: Document Delivery	Service: Fire Integration	Step Completed	07/18/2025 01:04:00 PM		Workday Service		SU_INT030: Pelivered 1 ocument(s).



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

\*14.

Receive and file District Judges' Order Appointing County Auditor submitted by District Court Administration

Seq#	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/30/25 12:56 pm



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

**\*15.** 

Seq#	Approver	Action	Action Date
1	Veronica Van Horn	Approve	7/29/25 3:55 pm
2	Dianna Martinez	Approve	7/29/25 4:35 pm

SATURDAY, JUNE 21

- **9AM 12PM**
- Galveston County Court House
  600 59th St, Galveston, TX 77551

Plus, join AMOCO in supporting the efforts to establish a dedicated K-9 Division for the Galveston County Sheriff's Office.

CLICK TO LEARN MORE

## **Shred Day Donations**

- 1. Brenda Sue Hartnett \$100.00
- 2. Roberts, Johnson, & Cain \$100.00
- 3. Amoco Federal Credit Union \$316.00



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

\*16.

## **Contract Approval Request Form**

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

Date of Request: 7/23/2025
 Contract Type: Revenue
 Renewal Contract: Yes

4) Department Name: Parks and Cultural Services

5) Department Contact: Julie Walker

6) Description: Interlocal agreement with the City of Friendswood to provide congregate

meal services for FY26

7) **PEID No: 700387** 

8) Req No:

9) Orgkey: FY25 Congregate Meals - Cost Share

10) Object Code: GR-0000510, 2921-451110

11) Vendor: City of Friendswood 12) Vendor Contract No: OS Ref:

## **Expenditure Budget/Revenue Projections**

13) Fund Name: FY25 Congregate meals cost share - this will be for FY26

14) Fund #: GR-000510, 2921-451110 15) Current Year Budgeted: \$50 16) Current Year Projected: \$50

17) Year 2: 18) Year 3: 19) Year 4: 20) Year 5: 21) Totals: \$50

## To Be Completed by Purchasing Department

22) Contract Start Date: 10/1/2026 23) Auto Renewal Contract: No

24) Bid No: N/A

25) Contract End Date: 9/30/2026

26) Contract # Issued by Purchasing Department: 230124

**NOTES:** Revenue Contract - This is for FY26. Same MOU from year to year. We have been doing this since 2014. This will begin on 10.1.25. Only pays if they go over allotted meals. JW 7/23/25 HB1295 not required. Contract CM23377 approved in CC - Item 17 on 08/21/2023.

Seq#	Approver	Action	Action Date
1	Julie Walker	Approve	7/23/25 3:27 pm
2	Melissa Fleming	Approve	7/23/25 4:24 pm
3	Veronica Van Horn	Approve	7/28/25 11:23 am
4	Diana Huallpa	Approve	7/28/25 5:42 pm
5	Sergio Cruz	Approve	7/29/25 8:49 am
6	Veronica Van Horn	Approve	7/29/25 1:43 pm



## Galveston County Parks & Cultural Services Congregate Meal Service Agreement FY26

This agreement is by and between **Galveston County, Galveston County Department of Parks and Cultural Services** and the **City of Friendswood (authorized agents named below).** The purpose for this agreement is to allow the **City of Friendswood** to provide congregate meal service for eligible clients.

The parties agree that City of Friendswood will have congregate meal service as described below:

Effective Date: October 1, 2025

Eligible for renewal? Yes; terms - annually on October 1 and dependant on award of H-GAC grant.

Facility: Friendswood Activity Building

#### Days of the week:

Monday-Friday

#### Galveston County Parks & Cultural Services will:

- Be responsible for scheduling the delivery of the congregate meal service via approved food vendor to City of Friendswood.
- Provide the authorized contact a list of soon to be expired and expired clients on a monthly basis.
- Invoice **City of Friendswood** for non-eligible meals/units on a quarterly basis.
- Deposit program income collected.
- Administer the H-GAC grant paperwork associated with the congregate meal program.

#### City of Friendswood will:

- Require an organization representative to attend a mandatory Nutrition and Support Services Training provided by H-GAC (date and time T.B.D.).
- Provide Galveston County Parks & Cultural Services a copy of your organization's current, valid, Health Permit and Food Handlers Permits.
- Maintain current and valid food handlers and health permits throughout the agreement term and provide Galveston County Parks & Cultural Services copies of any new permits.
- Be responsible for calling, emailing or faxing in a completed meal order and verifying receipt of the meal order by 12:00pm, the day prior of congregate meal services.
- Complete assessments by prescribed deadlines and remit assessments once complete to Galveston County Parks & Cultural Services, Records Specialist.

- Collect congregate meal program income daily and deliver monthly income to Galveston County Parks & Cultural Services Department within the first three days of the month, for income collected the previous month.
- Reimburse Galveston County for any meals/units served to non-eligible clients at a rate of \$7.14 per meals/unit.
   Non-eligible meals will be invoiced to City of Friendswood quarterly and reimbursement from City of Friendswood will be made to "Galveston County Parks & Cultural Services Department", 4102 Main Street, La Marque, TX 77568.
- Inform the Galveston County Parks & Cultural Services Division when the congregate meal service is not needed, at least 48 hours in advance of non-usage.

#### This agreement:

- Is non-transferable;
- Constitutes the entire Agreement between the parties with respect to the subject matter hereof and supercedes all prior agreements;
- · May not be amended or waived, in whole or in part, except in writing signed by both parties;
- Can be terminated should any obligation failed to be fulfilled in this agreement or for the convenience of any party. Either party may cancel this agreement, in writing with at least 30 calendar days notice.

In Witness Whereof the parties have executed this Agreement effective on the date listed below.

Galveston County		
Mark A. Henry, County Judge		
ATTEST:		
Dwight Sullivan, County Clerk  Signature: Date: 123 2	2025	_
Galveston County Parks & Cultural Services, Director		
Julie Walker		
4102 Main Street		-M-0004800000
La Marque, TX 77568		OF FRIENDS
Signature: July 08, 2025		10/24
	— Constant	12/2018/18/
Primary Representative, Name: Morad Kabiri	- 4	0
Address: 910 S. Friendswood Drive		+ 1
City, State Zip: Friendswood, TX 77546	_	
Phone: 281.996.6250		0)
Email: mkabiri@friendswood.com	_	PIE OF TEHE
Signature: Date:		
Alternate Representative, Name:	(print)	
Address:		
City, State Zip:	_	
Phone:		
Email:		



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

\*17.

## **Contract Approval Request Form**

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

Date of Request: 7/23/2025
 Contract Type: Revenue

3) Renewal Contract: Yes

4) Department Name: Parks and Cultural Services

5) Department Contact: Julie Walker

6) Description: Interlocal agreement with the City of League City to provide congregate

meal services for FY26.

7) PEID No: 033241

8) Req No:

9) Orgkey: FY25 Congregate Meals - Cost Share, GR-0000510

10) Object Code: 2921-451110 11) Vendor: City of League City 12) Vendor Contract No: OS Ref:

## **Expenditure Budget/Revenue Projections**

13) Fund Name: FY25 Congregate Meals - Cost Share, this will be for FY26

14) Fund #: GR-0000510, 2921-451110

15) Current Year Budgeted: \$50

16) Current Year Projected: \$50

17) Year 2:

18) Year 3:

19) Year 4:

20) Year 5:

21) Totals: \$50

## To Be Completed by Purchasing Department

22) Contract Start Date: 10/1/202523) Auto Renewal Contract: No

24) Bid No: N/A

25) Contract End Date: 9/30/2026

26) Contract # Issued by Purchasing Department: 230106

**NOTES:** Revenue contract - This is for FY26. Same MOU from year to year. Have been doing this since 2014. This will begin 10.1.2025. Only pays if they go over allotted meals. JW 7/23/2025 HB1295 not required. - Approved CM23376 on 08/21/2023.

Seq #	Approver	Action	Action Date
1	Julie Walker	Approve	7/23/25 3:27 pm
2	Melissa Fleming	Approve	7/23/25 4:02 pm
3	Veronica Van Horn	Approve	7/28/25 11:20 am
4	Diana Huallpa	Approve	7/28/25 5:41 pm
5	Sergio Cruz	Approve	7/29/25 8:48 am
6	Veronica Van Horn	Approve	7/29/25 1:41 pm



## Galveston County Parks & Cultural Services Congregate Meal Service Agreement FY26

This agreement is by and between **Galveston County**, **Galveston County Department of Parks and Cultural Services** and the **City of League City (authorized agents named below)**. The purpose for this agreement is to allow the **City of League City** to provide congregate meal service for eligible clients.

The parties agree that City of League City will have congregate meal service as described below:

Effective Date: October 1, 2025

Eligible for renewal? Yes; terms - annually on October 1 and dependant on award of H-GAC grant.

Facility: Hometown Heroes Park

#### Days of the week:

• Monday - Friday

#### **Galveston County Parks & Cultural Services will:**

- Be responsible for scheduling the delivery of the congregate meal service via approved food vendor to City of League City.
- Provide the authorized contact a list of soon to be expired and expired clients on a monthly basis.
- Invoice City of League City for non-eligible meals/units on a quarterly basis.
- Deposit program income collected.
- Administer the H-GAC grant paperwork associated with the congregate meal program.

#### City of League City will:

- Require an organization representative to attend a mandatory Nutrition and Support Services Training provided by H-GAC (date and time T.B.D.).
- Provide Galveston County Parks & Cultural Services a copy of your organization's current, valid, Health Permit and Food Handlers Permits.
- Maintain current and valid food handlers and health permits throughout the agreement term and provide Galveston County Parks & Cultural Services copies of any new permits.
- Be responsible for emailing in a completed meal order and verifying receipt of the meal order by 12:00 noon, the day prior of congregate meal services.
- Complete assessments by prescribed deadlines and remit assessments once complete to Galveston County Parks & Cultural Services, Records Specialist.

- Collect congregate meal program income daily and deliver monthly income to Galveston County Parks & Cultural Services Department within the first three days of the month, for income collected the previous month.
- Reimburse Galveston County for any meals/units served to non-eligible clients at a rate of \$7.14 per meals/unit.

  Non-eligible meals will be invoiced to City of League City quarterly and reimbursement from City of League City will be made to "Galveston County Parks & Cultural Services Department", 4102 Main Street, La Marque, TX 77568.
- Inform the Galveston County Parks & Cultural Services Division when the congregate meal service is not needed, at least 48 hours in advance of non-usage.

#### This agreement:

- Is non-transferable;
- Constitutes the entire Agreement between the parties with respect to the subject matter hereof and supercedes all prior agreements;
- May not be amended or waived, in whole or in part, except in writing signed by both parties;
- Can be terminated should any obligation failed to be fulfilled in this agreement or for the convenience of any party. Either party may cancel this agreement, in writing with at least 30 calendar days notice.
- Each party paying for performance of governmental functions or services must make those payments from current revenues available to the paying party.

In Witness Whereof the parties have executed this Agreement effective on the date listed below.

Galveston County
Mark A. Henry, County Judge
ATTEST:
Dwight Sullivan, County Clerk
Signature: Date: 7123 WW
Galveston County Parks & Cultural Services, Director
Julie Walker
4102 Main Street
La Marque, TX 77568
013-1-12-
Signature: Date: 0/25/25
Primary Representative, Name: John Faumqa The (print)
Address: 300 W. Walker 5+
City, State Zip: League City, TX 77573
Phone: 281-554-1414
Email: John. Baumgartner @ leaguecity x, gov
(11
Signature: Date: b/CS/28
Alternate Representative, Name: (print)
Address: 300 W. Walker St
City, State Zip: L-lague City, TX + +5+5
Phone: 28 (-554-1187
Email: Chien Wei@ LeagueCitytx, gov



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

\*18.

## **Contract Approval Request Form**

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

Date of Request: 7/23/2025
 Contract Type: Revenue

3) Renewal Contract: Yes

- 4) Department Name: Parks and Cultural Services
- 5) Department Contact: Julie Walker
- 6) Description: Interlocal agreement with the City of Texas City to provide congregate

meal services for FY26

- 7) PEID No: 403085
- 8) Req No:
- 9) Orgkey: FY25 Congregate Meals Cost Share
- 10) Object Code: GR-0000510, 2921-451110
- 11) Vendor: City of Texas City
- 12) Vendor Contract No: OS Ref: CM23378

## **Expenditure Budget/Revenue Projections**

- 13) Fund Name: FY25 Congregate Meals Cost Share, this will be for FY26
- 14) Fund #: GR-0000510, 2921-451110
- 15) Current Year Budgeted: \$50
- 16) Current Year Projected: \$50
- 17) Year 2:
- 18) Year 3:
- 19) Year 4:
- 20) Year 5:
- 21) Totals: \$50

### To Be Completed by Purchasing Department

22) Contract Start Date: 10/1/202523) Auto Renewal Contract: No

24) Bid No: N/A

25) Contract End Date: 9/30/2026

26) Contract # Issued by Purchasing Department: 230120

**NOTES:** Revenue contract - This is for FY26. Same MOU from year to year. Have been doing this since 2014. This will begin 10.1.2025. Only pays if they go over allotted meals. JW 7/23/2025 HB1295 not required. Contract CM23378 was approved in CC on 08/21/2023 - Item 19.

Seq #	Approver	Action	Action Date
1	Julie Walker	Approve	7/23/25 3:27 pm
2	Melissa Fleming	Approve	7/23/25 4:18 pm
3	Veronica Van Horn	Approve	7/28/25 11:21 am
4	Diana Huallpa	Approve	7/28/25 5:41 pm
5	Sergio Cruz	Approve	7/29/25 8:49 am
6	Veronica Van Horn	Approve	7/29/25 1:42 pm



## Galveston County Parks & Cultural Services Congregate Meal Service Agreement FY26

This agreement is by and between **Galveston County**, **Galveston County Department of Parks and Cultural Services** and the **City of Texas City (authorized agents named below)**. The purpose for this agreement is to allow the **City of Texas City** to provide congregate meal service for eligible clients.

The parties agree that **City of Texas City** will have congregate meal service as described below:

Effective Date: October 1, 2025

Eligible for renewal? Yes; terms - annually on October 1 and dependant on award of H-GAC grant.

Facility: Nessler Center

#### Days of the week:

Monday-Friday

#### Galveston County Parks & Cultural Services will:

- Be responsible for scheduling the delivery of the congregate meal service via approved food vendor to City of Texas City.
- Provide the authorized contact a list of soon to be expired and expired clients on a monthly basis.
- Invoice City of Texas City for non-eligible meals/units on a quarterly basis.
- Deposit program income collected.
- Administer the H-GAC grant paperwork associated with the congregate meal program.

#### City of Texas City will:

- Require an organization representative to attend a mandatory Nutrition and Support Services Training provided by H-GAC (date and time T.B.D.).
- Provide Galveston County Parks & Cultural Services a copy of your organization's current, valid, Health Permit and Food Handlers Permits.
- Maintain current and valid food handlers and health permits throughout the agreement term and provide Galveston County Parks & Cultural Services copies of any new permits.
- Be responsible for calling, emailing or faxing in a completed meal order and verifying receipt of the meal order by 12:00pm, the day prior of congregate meal services.
- Complete assessments by prescribed deadlines and remit assessments once complete to Galveston County Parks & Cultural Services, Records Specialist.

- Collect congregate meal program income daily and deliver monthly income to Galveston County Parks & Cultural Services Department within the first three days of the month, for income collected the previous month.
- Reimburse Galveston County for any meals/units served to non-eligible clients at a rate of \$7.14 per meals/unit.
   Non-eligible meals will be invoiced to City of Texas City quarterly and reimbursement from City of Texas City will be made to "Galveston County Parks & Cultural Services Department", 4102 Main Street, La Marque, TX 77568.
- Inform the Galveston County Parks & Cultural Services Division when the congregate meal service is not needed, at least 48 hours in advance of non-usage.

#### This agreement:

- Is non-transferable;
- Constitutes the entire Agreement between the parties with respect to the subject matter hereof and supercedes all prior agreements;
- May not be amended or waived, in whole or in part, except in writing signed by both parties;
- Can be terminated should any obligation failed to be fulfilled in this agreement\_or for the convenience of any party. Either party may cancel this agreement, in writing with at least 30 calendar days notice.

In Witness Whereof the parties have executed this Agreement effective on the date listed below.

Galveston County
Mark A. Henry, County Judge
ATTEST:
Dwight Sullivan, County Clerk
Signature: Date: D
Julie Walker
4102 Main Street
La Marque, TX 77568
Signature: Mate. Mate. Date: 7/9/25  Primary Representative, Name: Legoca Mata (print)  Address: 2010 5th Page. A  City, State Zip: Texas City TV 77590  Phone: Hog W 43-5877  Email: Mendez & Jexas City Tygw
Signature: McOll Mills Date: 1925 Alternate Representative, Name: Alicole Mills Director (print) Address: 2010 5th Are A  City, State Zip: Texas city, Th 77590  Phone: 409-502-1716  Email: Monille & Exascity Gov.
Mayor of Texas City (print name) Dedrick Johns Signature dwd Date: 7/1/2



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

\*19.

## **Contract Approval Request Form**

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

Date of Request: 7/14/2025
 Contract Type: Expense

3) Renewal Contract: No

4) Department Name: Parks and Cultural Services

5) Department Contact: Julie Walker

6) Description: Engineering contract for the design of the Bolivar Beach Pocket Park.

7) PEID No: 709352

8) Req No:

9) Orgkey:

10) Object Code:

11) Vendor: Huitt-Zollars, Inc

12) Vendor Contract No:

## **Expenditure Budget/Revenue Projections**

13) Fund Name: CMP Bolivar Beach Pocket Park

14) Fund #: 2804 522036 5783000

15) Current Year Budgeted: \$91,667

16) Current Year Projected: \$85,659.50

17) Year 2:

18) Year 3:

19) Year 4:

20) Year 5:

21) Totals:

## To Be Completed by Purchasing Department

22) Contract Start Date: 7/21/202523) Auto Renewal Contract: No

24) Bid No: 25-037

25) Contract End Date: 7/20/2026

26) Contract # Issued by Purchasing Department: 206312

**NOTES:** Engineering contract for design of Bolivar Beach Pocket Park. -

## HB1295 Requested - Bid awarded on CC - 03/17/25 - Item 49

Seq #	Approver	Action	Action Date
1	Julie Walker	Approve	7/14/25 4:44 pm
2	Melissa Fleming	Approve	7/15/25 9:48 am
3	Veronica Van Horn	Approve	7/15/25 10:40 am
4	Diana Huallpa	Approve	7/16/25 11:31 am
5	Sergio Cruz	Approve	7/16/25 5:00 pm
6	Veronica Van Horn	Approve	7/28/25 9:44 am

State of Texas	\$
	8
County of Galveston	8

#### AGREEMENT FOR ENGINEERING SERVICES

#### **PARTIES**

This Agreement for Engineering Services (the "Agreement") is made and entered into by and between the County of Galveston, a political subdivision of the State of Texas, acting by and through its Galveston County Commissioners Court (the "County"), and \_Huitt Zollars\_\_\_\_ (the "Engineer"), each of whom is a Party hereto and who are collectively referred to herein as the Parties.

#### **RECITALS**

The County conducted a Request for Qualifications, Number RFQ #\_25-034\_\_\_\_\_\_, entitled "Professional Engineering Services for \_Bolivar Beach Pocket Park Design" (the "RFQ"), to procure professional engineering services to perform the engineering services for *BOLIVAR BEACH POCKET PARK DESIGN* within the County (the "Project"), which is further described herein and which such services are within the scope of the practice of engineering.

The Engineer timely submitted a statement of qualifications in the RFQ, is a licensed engineer in the State of Texas, and wishes to perform said services.

**Now Therefore**, for and in consideration of the covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### **CONTRACTUAL UNDERTAKINGS**

### SECTION I RETENTION OF ENGINEER

The County, by and through this Agreement, retains the Engineer to perform professional engineering services in connection with the Project, and the Engineer, by and through this Agreement, agrees to perform said professional engineering services in connection with the Project.

#### SECTION II CHARACTER AND EXTENT OF SERVICES

The Engineer shall render professional engineering services necessary for the development of the Project, limited to the following and performed in accordance with existing local, State and Federal regulations, as set out in the Scope of Services attached hereto as Exhibit "A".

The Scope of Services and Response attached hereto as Exhibit "A" is also made a part of this Agreement for all purposes. But, if any terms of Exhibit "A" conflicts with any existing State of

Texas, Texas Department of Transportation, local, or Federal laws, rules or regulations, the State, Federal or local laws, rules or regulations shall control.

The character and extent of services outlined above shall be considered complete upon approval by County, acting by and through its County Engineer, of the various drawings, data and tasks outlined in Exhibit "A".

All Services provided by Engineer shall be of good quality and shall be performed in a professional manner. The standard of care for all professional engineering and related Services performed or furnished by Engineer and the Response under this Agreement will be the care and skill ordinarily used by other competent engineers practicing under the same or similar circumstances and professional license. Engineer will re-perform any Services not meeting this standard without additional compensation. Engineer will perform its services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

Additional services that may be required after approval of these documents by the County, or required by State or Federal regulations published in the State or Federal Register after the date of execution of this Agreement, shall not be considered as covered by the initial price and scope of this agreement. If the foregoing occurs or for any other required changes in scope, County and Engineer will attempt to negotiate a change order first on a flat fee basis. If a flat fee cannot be negotiated due to the nature of the work involved, with the approval of the County Engineer, work may be performed on a time and materials basis according to the schedule in Exhibit A, subject to the maximum amount payable in Section V. County may, but is not required, to negotiate with Engineer for a change in the maximum amount payable to accommodate changes in the work.

## SECTION III PERIOD OF SERVICES

This Agreement shall be effective upon execution by the County and by the Engineer, with the date of the Party signing last in time, and shall remain in force until satisfactory completion of all services described herein or termination under the provisions hereinafter provided in section VIII.

After execution of Agreement, Engineer shall submit a Project Time Schedule to the County Engineer, which shall be diligently followed during performance of services. It is understood by the County that the Engineer will make every effort to expedite completion of the Project.

### SECTION IV COORDINATION WITH THE COUNTY

The Engineer agrees to perform the services diligently after authorization to proceed. The Engineer agrees to perform all other services diligently and within the agreed upon time schedule.

The Engineer shall hold periodic conferences with the County Engineer to the end that the Project, as perfected, shall have full benefit of the County's experience and knowledge of existing needs and facilities and be consistent with the County's current policies and construction standards. To implement this coordination, the County Engineer shall make available to the Engineer for use in the Project, all existing plans, maps, field notes, statistics, computations and other data in its

possession relative to the Project. Engineer shall submit a monthly progress report of project status to the County Engineer and the County Engineer is the County's designated point of contact for this Agreement.

#### SECTION V THE ENGINEERS'S COMPENSATION

As set forth in Exhibit "A" attached hereto, the County shall compensate the Engineer for services performed under this Agreement per the compensation amounts shown in Exhibit "A" for design and construction phase services.

Notwithstanding the foregoing, the maximum amount payable under this Contract is \$\_85,659.50\_\_\_ including expenses which the Engineer exceeds at its own risk. The maximum amount payable may be revised in the event of changes in extent, complexity, or character of work requiring such revisions upon the prior mutual, written agreement by the County and the Engineer. No revisions in the maximum amount payable will be permitted unless previously authorized in writing by the County.

Payments to the Engineer for authorized services will be made by the County within 45 calendar days upon presentation of monthly statements by the Engineer to the County reflecting Engineer's performance of such services, unless disputed by the County Additionally, the County agrees that it shall review the monthly statements and if disputing, shall notify the Engineer of the County's dispute no later than thirty (30) days after the County's receipt of the monthly statement. All remittances shall be mailed or delivered to Engineer's office. Engineer further agrees that all monthly statements shall detail its services under this Agreement and, if this Agreement is funded through Federal dollars, comply with applicable Federal requirements associated with costs.

### SECTION VI OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes ("Documents") belong to and remain the property of the County, in consideration of which it is mutually agreed that the County will use them solely in connection with the Project or as required by law, save with the express consent of the Engineer. The Engineer may retain copies of such Documents.

County contracts are subject to all legal requirements provided by county, state or federal statutes, rules and regulations.

Engineer acknowledges that Galveston County is a governmental entity which conducts its meetings in accordance with the Texas Open Meetings Act and whose certain records are available to the public under the Texas Public Information Act. In accordance with Title 5, Chapters 551 and 552 of the Texas Government Code, this Agreement is an open record under the Public Information Act and as such, will be discussed and voted upon in a public meeting. Any request made to either inspect or acquire a copy of this Agreement or the Documents produced as a result of this Agreement will not violate the terms of this Agreement.

### SECTION VII DISPUTE RESOLUTION

If a dispute arises out of or relates to a breach of this Agreement, and if the dispute cannot be settled through negotiation, then the Engineer and the County agree to submit the dispute to mediation. In the event the Engineer or the County desires to mediate any dispute, it shall notify the other Party in writing of the dispute desired to be mediated. If the Parties are unable to resolve their differences within ten days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the Parties mutually agree in writing to extend the time between receipt of notice and submission of mediation. The expenses of the mediator shall be shared 50 percent by the Engineer and 50 percent by the County. This requirement to seek mediation shall be a condition required before filing an action at law or in equity.

### SECTION VIII TERMINATION

The County may terminate the Agreement with or without cause, or for convenience by giving to the Engineer at least thirty (30) calendar days' advance notice in writing. Upon receipt or delivery of such notice, the Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement showing in detail, the services performed under this Agreement to the date of termination.

The County shall then pay the Engineer promptly for that portion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under the Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed surveys, reports, designs, plans, specifications and all other documents prepared under this Agreement shall be delivered to the County Engineer when and if this agreement is terminated, but subject to the restrictions, as to their use, as set forth in Section VI.

## SECTION IX INSURANCE

The Engineer shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.

The Engineer shall, upon request by the County, furnish certificates of insurance to the County evidencing compliance with the insurance requirements herein. Certificates shall indicate name of the Engineer, name of insurance company, policy number, and terms and limits of coverage. The Engineer shall cause its insurance companies to provide the County with at least thirty (30)

days' prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. The Engineer shall obtain such insurance from such companies having a Best's rating of B+/VII or better, licensed or approved to transact business in the state in which the Services shall be performed, Texas, and shall obtain such insurance of the following types and minimum limits.

- a. Workers' Compensation insurance in accordance with the Laws of the State of Texas, or state of hire/location of Services, and Employer's Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease; \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$500,000 each accident.
- b. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability, Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

\$2,000,000	general aggregate limit
1,000,000	each occurrence, combined single limit
1,000,000	aggregate Products, combined single limit
1,000,000	aggregate Personal Injury/Advertising Liability
50,000	Fire Legal Liability
5,000	Premises Medical

- c. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- d. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than \$1,000,000 each occurrence combined single limit.
- e. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.

The County and the County's agents and employees shall be added as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e". All policies written on behalf of the Engineer shall contain a waiver of subrogation in favor of the County and the County's agents and employees, with the exception of insurance required under paragraph "e". Additionally, the Contractor's commercial general liability insurance must provide any defense provided by the policy to Galveston County, its officials, employees, and agents.

### SECTION X VENUE AND CHOICE OF LAW

This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas. Venue shall lie exclusively in a court of competent jurisdiction in Galveston County, Texas.

### SECTION XI ADDRESS OF NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement to be mailed or delivered to Engineer shall be to the following address:

Name: Katherine Mears

Title: Managing Principal, Vice President

Mailing Address: 10350 Richmond Avenue, Suite 300

Houston TX 77042

All notices and communications under this Agreement to be mailed or delivered to the County shall be to the following address:

Mark Henry, Galveston County Judge Galveston County Courthouse 722 Moody, 2nd Floor Galveston, Texas 77550

With a copy to:

Michael Shannon, PE, CFM, Galveston County Engineer 722 Moody, 1<sup>st</sup> Floor Galveston, Texas 77550

And

Julie Walker, CPRE Galveston County Parks Director 4102 Main Street La Marque, TX 77568

### SECTION XII SECTION CAPTIONS

Each section under the contractual undertakings has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any section or in any way determine its interpretation or application.

### SECTION XIII SUCCESSORS AND ASSIGNS

The County and the Engineer each binds itself and its successors, and assigns to the other Party of this Agreement and to the successors, and assigns of such other Party in respect to all provisions of this Agreement. Except as above, neither the County nor the Engineer shall assign, subcontract, or otherwise transfer their interest in this Agreement without the prior written consent of the other Party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto.

#### SECTION XIV ADDITIONAL TERMS

#### 14.1 PROCUREMENT REQUIREMENTS

Engineer shall comply with all applicable local, State, and Federal laws, rules, regulations, orders, and ordinances. This includes, but is not limited to, that Engineer shall comply with the Galveston County Purchasing Policies & Procedures Manual approved by Order of the Commissioners Court on March 7, 2018, including without limitation, applicable provisions within Chapter Nine of said Manual as this contract is made pursuant to a federal award.

#### 14.2 CONFLICT OF INTEREST

- a. No member of the County's governing body, and no employee, officer, or agent of the County shall participate in the selection or in the award of administration of a subcontract supported by grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when: 1.) the employee, officer, or agent, 2.) any member of his or her immediate family, 3.) his or her partner, or 4.) any organization which employs, or is about to employ any of the above; has a financial or other interest in the firm or person selected to perform the subcontract.
- b. In all cases not governed by Subsection (a) of this Section, no person specified in subsection (c) of this Section, who exercises any functions or responsibilities in connection with the planning and carrying out of the project, or who are in a position to participate in decision making process or gain inside information with regard to activities under this Agreement as Amended, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure or for (1) year thereafter.
- c. The conflict of interest provisions of Subsection (b) apply to any person who is an employee, agent, consultant, officer, elected official, or appointed official of the County or of the Contractor.

#### 14.3 AUTHORITY TO BIND

Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this Agreement and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.

#### 14.4 IMMUNITY RETAINED

The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.

#### 14.5 NO THIRD PARTY BENEFICIARY

This Agreement inures only to the benefit of Galveston County and Contractor. This Agreement does not create, is not intended to create, and shall not be deemed or construed to create, any rights or benefits in third parties.

#### 14.6 SEVERABILITY

If a provision contained in this Agreement is held invalid for any reason by a court of competent jurisdiction, the invalidity shall not affect other provisions of the Agreement that may be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

#### 14.7 VALIDITY/ENFORCABILITY

If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitation, and as so modified, this Agreement shall continue in full force and effect.

This Agreement is hereby EXECUTED by the Parties hereto in triplicate (three (3)) counterparts, each of which shall constitute an original, to be effective upon full execution with the date of the Party signing last in time.

<b>Galveston County</b>	Huitt-Zollars, Inc.	
By Mark Henry County Judge	By Katherine A. Mears, PE, ENV SP Managing Principal, Vice President	
Date Signed:	Date Signed: 7/14/2025	
Attest: Dwight D. Sullivan, Galveston County Clerk		

#### Exhibit A



July 1, 2025

Julie Walker, CPRE
Director of Parks & Cultural Services
Galveston County
4102 Main Street
La Marque, Texas 77568

Re: Proposal for Professional Services Bolivar Beach Pocket Park Design

Dear Ms. Walker:

Huitt-Zollars, Inc. (Huitt-Zollars) appreciates the opportunity to provide our proposal for professional services to Galveston County (County) for preparation of plans, specifications, and estimates for bathroom facilities, walking trails and other amenities at the future Bolivar Beach Pocket Park (Project). The park is located at 1772 Highway 87, Gilchrist, Texas 77617.

Our proposal is based upon the following project understanding, scope of services, compensation, and project schedule. Services herein will be performed in accordance with the terms and conditions in the County's standard contract.

#### **PROJECT UNDERSTANDING**

The County would like to add a premanufactured restroom facility and a 4-foot-wide walking path around the proposed Bolivar Beach Pocket Park connecting a future parking lot (not included in the scope of this project) to the adjacent beach. Along the walking path, there will also be five (5) educational kiosks, six (6) picnic benches with removable sunshades and a dune walk-over structure. The alignment of the proposed walking path, kiosks, picnic benches and dune walk-over structure will match the sketch provided by the County via during the scoping meeting held on April 3, 2025.

We also understand that the project is being funded by a federal grant, so we will meet the requirements for the design and documentation dictated by the funding.

#### **SCOPE OF SERVICES**

#### 1.0 Basic Services

- A. Perform a geotechnical investigation of the site.
- B. Perform a boundary, topographic surveys and delineation of the Mean Higher High Water (MHHW) line of the property as required by GLO.
- C. Antiquities Permit Application Preparation.
- D. Environmental Survey Fieldwork.
- E. Archeological Survey Report.
- F. THC Review of Archeological Survey Report.
- G. Prepare construction documents including drawings, technical specifications, and cost estimate.
- H. Submit construction documents to the County to review.

HOUSTON-WEST OFFICE 0: 281.496.0066



- I. Submit for TDLR review and approval along with TDLR fees.
- J. Submit final documents to the County.
- K. Assist in coordination with the GLO for permitting and potential land lease for the dune crossing.
- L. Assist the County during the Bidding Phase
- M. Assist the County during Construction Phase

#### 2.0 Additional Services

Because the effort required for some items of work varies considerably from project to project, and because some items of work are sometimes provided separately by the County, these items of work are not included in the basic services fees and are charged separately. Additional Services, mutually agreed upon and authorized separately by the County in writing, shall be completed on a lump sum basis. Such additional services may include:

- A. Drainage evaluation or analysis
- B. Structural analysis
- C. Making revisions in drawings, specifications, or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of Huitt-Zollars
- D. Fees associated with Agency Reviews, Permitting and/or Inspections
- E. Platting of the Property
- F. Any other service not otherwise included in the Basic Services

#### 3.0 County-Provided Services

The County shall provide Huitt-Zollars with the following:

- A. Access to the project site
- B. Information regarding utility locations
- C. Front-end documents for the Construction Contract Book
- D. Galveston County standard details

#### **COMPENSATION**

The Basic Services defined above shall be completed for the following Lump Sum fee. Invoices will be submitted monthly based on percent complete.

Beachside Park Design	\$36,700.00
Geotechnical Services	\$11,000.00
Environmental Services	\$13,057.00
Professional Surveying Services	\$8,882.50
Bidding Phase Services	\$5,360.00
Construction Phase services	<u>\$10,660.00</u>

Total \$85,659.50



#### **SCHEDULE**

The final construction documents will be provided to the County on or before October 31, 2025.

#### **AUTHORIZATION**

Should this proposal meet with your approval, please return a County contract for our execution. We will schedule the above services as soon as we receive your written authorization. If you have any questions, please call my cell at 713-419-5583.

Sincerely,

Huitt-Zollars, Inc.

Katherine A. Mears, PE, ENV SP Managing Principal, Vice President

Katherine A. Mears



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

**\*20.** 

Consideration of Release of Nuisance Abatement Lien at 4709 17th St., Bacliff, TX 77518, a/k/a Abst. 164 E Payne Sur Lots 44 & 45 Blk 119 Clifton by the Sea submitted by Legal Services Manager

Seq#	Approver	Action	Action Date
1	Veronica Van Horn	Approve	7/28/25 4:25 pm
2	Dianna Martinez	Approve	7/28/25 5:35 pm

# COUNTY OF GALVES

### **COUNTY of GALVESTON**

**COUNTY COURTHOUSE** 

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

August 4, 2025

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

Re: Release of Nuisance Abatement Lien 4709 17<sup>th</sup> Street, Bacliff, Texas, 77518 also known as Abst. 164 E Payne Sur Lots 44 & 45 Blk 119 Clifton by the Sea; Document No. 2020015260

#### Gentlemen:

The piece of property in question is located at 4709 17<sup>th</sup> Street, Bacliff, Texas, 77518, also known as Abst. 164 E Payne Sur Lots 44 & 45 Blk 119 Clifton by the Sea; Document No. 2020015260. On February 24, 2020, the Commissioners' Court issued an order to abate a public nuisance at that address.

The total cost of the cleanup was \$5,715.00, including administrative and notification fees. An order of sale was issued, which included the above-described property; the nuisance abatement cost was part of the judgment in Cause No. 23-TX-0044. On July 1, 2025, the property owner paid the judgment in full, extinguishing the nuisance abatement lien. The amount recovered by Linebarger Goggan Blair & Sampson, LLP for the nuisance abatement lien is \$8,774.48.

Enclosed is the release of lien for the County Judge's signature, releasing the nuisance abatement lien Document No. 2020015260. Should you have any questions, please call.

Sincerely,

Veronica Van Horn Legal Services Manager

Venonica Van Han

Enclosures: Notice from Linebarger Goggan Blair & Sampson, Check, and Release of Lien

cc: Henry Porretto

#### LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW

OFFICE ADDRESS – 518 – 9<sup>TH</sup> AVENUE NORTH, TEXAS CITY, TEXAS 77590 MAILING ADDRESS - P. O. DRAWER 2789, TEXAS CITY, TEXAS 77592-2789 (409) 948-3401 ❖ FAX (409)945-9814

Mark E. Ciavaglia, Managing Partner Galveston County Office mark.ciavaglia@lgbs.com Writer's Direct Line (713) 844-3548

July 8, 2025

Ms. Veronica Van Horn Legal Services Manager County of Galveston Via hand delivery

Re: Galveston County Nuisance Abatement Lien Payoff

Clerk's File No. 2020015260 CAD No. 2655-0119-0044-000

Street Address: 4709 17th Street, Bacliff

Property Owner: Jane Hagood

Dear Ms. Van Horn:

The referenced property was set for sheriff sale for delinquent taxes on July 1. The judgment obtained by our firm included the referenced nuisance abatement lien. To cancel the sale, the property owner paid the judgment in full, including the county's nuisance abatement lien.

Please find enclosed a Texas First Bank cashier's check number 1187188 in the amount of \$8,774.48, which pays the original amount of the lien (\$5,715.00) plus statutory post-filing interest.

Please contact me if you have any questions. Thanks very much for your time and assistance.

With best regards,

Mark E. Ciavaglia

MEC/mls enclosure

#### **COUNTY OF GALVESTON**

#### **COUNTY OF GALVESTON**

# NUISANCE ABATEMENT PROGRAM Galveston County Housing Assistance Slum and Blight Program

#### ORDER ASSESSING COST ABATING NUISANCE

On this the <u>24</u> day of <u>February</u>, 2020, the Commissioner's Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present:

MARK HENRY, County Judge; DARRELL APFFEL, Comm., Pct. #1; JOE GIUSTI, Comm., Pct. #2; STEPHEN HOLMES, Comm., Pct. #3; KEN CLARK, Comm., Pct. #4; and DWIGHT SULLIVAN, County Clerk

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

WHEREAS, pursuant to Chapter 343 of the Texas Health and Safety Code, and the County's Nuisance Abatement Procedures adopted March 8, 1993 and amended September 1, 1996, the County, acting through its Nuisance Abatement Program Administrator gave Notice to Abate A Public Nuisance to the owner(s) of the premises described in Exhibit "A" attached hereto; and

WHEREAS, the Public Nuisance was not eliminated within the time prescribed by said Notice; and

WHEREAS, as a result of such failure to eliminate the Nuisance, the Commissioners' Court Ordered its abatement by the County. In addition, the Court Ordered that the cost of abatement, together with a \$100.00 Administrative fee, be assessed as a lien against the real property; and

WHEREAS, the Public Nuisance was abated by the County; and

WHEREAS, all conditions precedent to the assessment of the lien upon the real property have been performed.

NOW, THEREFORE, BE IT ORDERED, AND DECREED by the Commissioners' Court of Galveston County, Texas:

I.

That the matters and facts recited in the Preamble of this Order are found and determined to be true and correct.

II.

That the total cost of abatement, plus the administrative fee, as set out in the attached Exhibit "A", be assessed against the real property also described in Exhibit "A".

III.

That a certified copy of this Order be recorded in the Official Public Records of Real Property Records of Galveston County, Texas, to establish in said Real Property Records the lien of Galveston County.

IV.

That by assessing and filing this lien, the County does not in any way waive any rights it has to seek recovery of its costs from the owner(s) of said property.

UPON MOTION DULY MADE AND SECONDED, the above Order was unanimously passed this <u>24</u> day of <u>February</u>, <u>2020</u>.

COUNTY OF GALVESTON, TEXAS

BY:

MARK HENRY, County Judge-

ATTEST:

DWIGHT D. SULLIVAN.

Conu.

#### LEGAL DESCRIPTION (INCLUDE C.A.D. ACCT. #)

# <u>Legal Description: ABST 164 E PAYNE SUR LOTS 44 & 45 BLK 119 CLIFTON BY THE SEA</u>

#### C.A.D. #2655-0119-0044-000

#### STREET ADDRESS OF PROPERTY

#### 4709 17<sup>th</sup> St BACLIFF TX 77518

#### NAME OF PROPERTY OWNER

#### Jane Hagood

#### DATE OF COMMISSIONERS' COURT ORDER TO ABATE PUBLIC NUISANCE

#### February 24, 2020

#### **STATEMENT OF COSTS**

Demolition and/or removal costs	\$ <u>5,615.00</u>
Legal Notification by Publication	\$ <u>0</u>
Title Report	\$ <u>0</u>
Administrative Fee	\$ <u>100.00</u>
Total Cost of Abatement	\$ <u>5,715.00</u>

#### EXHIBIT "A"

Return to Commissioners Court Minutes February 24, 2020

#### **FILED AND RECORDED**

Instrument Number: 2020015260

Recording Fee: 0.00

Number Of Pages:4

Filing and Recording Date: 03/16/2020 1:01PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.

E A S

Dwight D. Sullivan, County Clerk

Galveston County, Texas

**DO NOT DESTROY** - Warning, this document is part of the Official Public Record.



OFFICIAL CHECK

1187188

64-305/611

TX 77565

ISSUED BY: MONEY GRAM PAYMENT SYSTEMS, INC. P.O. BOX 9476, MINNEAPOLIS, MN 55480 DRAWEE: WELLS FARGO BANK, N.A. BUFORD, GA

DATE July 1, 2025

REMITTER CURTIS LEROY PADGETT

\*\*\*\*\*\*\*8,774.48

PAY Eight Thousand Seven Hundred Seventy Four Dollars AND 48/100

TO THE ORDER OF

COUNTY OF GALVESTON

**PURPOSE** 

23 TX0044

DRAWER: TEXAS FIRST BANK

**AUTHORIZED SIGNATURE** 

THE STATE OF TEXAS	§ KNOW	ALL MEN BY THESE	DRESENTS:
COUNTY OF GALVESTON	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	ALL MEN DI THESE	r RESERTS.
	RELEASE OF	LIEN	
That, County of Galveston, Texas, in and secured by the lien created by holder of such indebtedness, does hin the instrument of record in the o	by the instrument he hereby release from	ereinafter mentioned, as a the lien created, the real	the legal owner and l property described
ORDER ASSESSING CO filed for record under Galv of COUNTY OF GALVE of \$5,715.00 for removal an 44 & 45 Blk 119 Clifton b	eston County Cle STON, TEXAS, a d elimination of nu	erk's File No. 20200152 against Jane Hagood, in isance (Abst. 164 E Pay	260, in favor the amount one Sur Lots
The property covered by the above	instrument and he	reby released is describe	ed as follows:
Abst. 164 E Payne Sur Lo Bacliff, TX 77518	ts 44 & 45 Blk 11	9 Clifton by the Sea ak	a 4709 17 <sup>th</sup> Street,
Executed this the $\underline{4^{th}}$ day of $\underline{\mathbf{Augus}}$	<u>t, 2025</u> .		
COUNTY OF GALVESTON, TE	XAS	ATTEST:	
BY:  MARK HENRY, County June 19 19 19 19 19 19 19 19 19 19 19 19 19	ıdge	Dwight D. Sulliva	ın, County Clerk
BEFORE ME, the undersigned a County Judge, Galveston County, to the foregoing instrument, and ac and consideration therein expresse County of Galveston, Texas.	Texas, known to meknowledged to me	e to be the person whose that he executed the sar	name is subscribed me for the purposes
Given under my hand and seal of c	ffice on this	day of	, 2025.
Seal			

Notary Public, State of Texas



# GALVESTON COUNTY, TEXAS COMMISSIONERS COURT

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

**\*21.** 

Consideration of Release of Nuisance Abatement Lien at Corner of Blackslip Rd. and Hwy 87, Gilchrist, TX 77617, a/k/a Abst. 64 E Franks TR B Being N 75ft of S 175 of W 30ft Lot 20 & E 60Ft Lot 19 Gilchrist Prolongation N of RR Row 75 x 90 submitted by Legal Services Manager

#### **Approval History**

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	7/28/25 5:21 pm
2	Dianna Martinez	Approve	7/28/25 5:45 pm

# COMPTOF GALVES OF

## **COUNTY of GALVESTON**

#### **COUNTY COURTHOUSE**

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

August 4, 2025

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

Re: Release of Nuisance Abatement Lien Abst. 64 E Franks TR B Being N 75ft of S 175 of W 30ft Lot 20 & E 60Ft Lot 19 Gilchrist Prolongation N of RR Row 75 x 90 aka corner of Blackslip Rd. and Hwy 87 Gilchrist, TX 77617; Document No. GAC 9747018

#### Gentlemen:

The piece of property in question is located at the corner of Blackslip Rd. and Hwy 87, Gilchrist, Texas, 77617, also known as Abst. 64 E Franks TR B Being N 75ft of S 175 of W 30ft Lot 20 & E 60Ft Lot 19 Gilchrist Prolongation N of RR Row 75 x 90; Document No. GAC 9747018. On June 26, 1997, the Commissioners' Court issued an order to abate a public nuisance at that address.

The total cost of the cleanup was \$2,097.09, including administrative and notification fees. An order of sale was issued, which included the above-described property; the nuisance abatement cost was part of the judgment in Cause No. 17-TX-0069. On June 3, 2025, the property was sold at auction, extinguishing the nuisance abatement lien. The amount recovered by Linebarger Goggan Blair & Sampson, LLP for the nuisance abatement lien is \$7,864.95.

Enclosed is the release of lien for the County Judge's signature, releasing the nuisance abatement lien Document No. GAC 9747018. Should you have any questions, please call.

Sincerely,

Veronica Van Horn Legal Services Manager

Veronica Van Horn.

Enclosures: Check and Release of Lien

cc: Henry Porretto

THE STATE OF TEXAS

LIEN-TO BE FILED

COUNTY OF GALVESTON

#### COUNTY OF GALVESTON

#### NUISANCE ABATEMENT PROGRAM

#### ORDER ASSESSING COST ABATING NUISANCE

On this the 26 day of June , 1997, the Commissioners' Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present:

JAMES D. YARBROUGH, County Judge; EDDIE BARR, Comm., Pct. #1; EDDIE JANEK, Comm., Pct. #2; WAYNE JOHNSON, III, Comm., Pct. #3; ED STUART, Comm., Pct. #4; and PATRICIA RITCHIE, County Clerk

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

WHEREAS, pursuant to Chapter 343 of the Texas Health and Safety Code, and the County's Nuisance Abatement Procedures adopted March 8, 1993 and amended September 1, 1996, the County, acting through its Nuisance Abatement Program Administrator gave Notice to Abate A Public Nuisance to the owner(s) of the premises described in Exhibit "A" attached hereto; and

WHEREAS, the Public Nuisance was not eliminated within the time prescribed by said Notice; and

WHEREAS, as a result of such failure to eliminate the Nuisance, the Commissioners' Court Ordered its abatement by the County. In addition, the Court Ordered that the cost of abatement, together with a \$100.00 administrative fee, be assessed as a lien against the real property; and

WHEREAS, the Public Nuisance was abated by the County; and

\_ []

WHEREAS, all conditions precedent to the assessment of the lien upon the real property have been performed.

NOW, THEREFORE, BE IT ORDERED, AND DECREED by the Commissioners' Court of Galveston County, Texas:

I.

That the matters and facts recited in the Preamble of this Order are found and determined to be true and correct.

П.

That the total cost of abatement, plus the administrative fee, as set out in the attached Exhibit "A", be assessed against the real property also described in Exhibit "A".

Ш

That a certified copy of this Order be recorded in the Official Public Records of Real Property Records of Galveston County, Texas, to establish in said Real Property Records the lien of Galveston County.

IV.

That by assessing and filing this lien, the County does not in any way waive any rights it has to seek recovery of its costs from the owner(s) of said property.

UPON MOTION DULY MADE AND SECONDED, the above Order was unamiously passed this 26 day of \_\_\_\_ June \_\_\_\_\_\_, 1997 .

COUNTY OF GALVESTON, TEXAS

Sinia (2)

PATRICIA RITCHIE, County Clerk

---

#### LEGAL DESCRIPTION OF PROPERTY (INCLUDE C.A.D. ACCT. #)

STREET A	DDRESS OF PROPERTY
•	7 - Gilchrist,TX
NAME O	F PROPERTY OWNER
Eugene W. Eubanks	
MINE W 1811 - MINE CO.	
DATE OF COMMISSIONERS' CO	OURT ORDER TO ABATE PUBLIC NUISANCE
DATE OF COMMISSIONERS' CO	OURT ORDER TO ABATE PUBLIC NUISANCE
DATE OF COMMISSIONERS' CO	
DATE OF COMMISSIONERS' CO June 26, 1997 STAT	EMENT OF COSTS
DATE OF COMMISSIONERS' CO June 26, 1997 STAT Demolition and/or removal costs	EMENT OF COSTS \$1826.00
DATE OF COMMISSIONERS' CO June 26, 1997 STAT  Demolition and/or removal costs  Legal Notification by Publication	\$1826.00 \$96.09

EXHIBIT "A"
FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

depts\healthd\forms\nuisance.ord

V County Commissioners' Court
Minutes File of 6/26/1997

Takicia Fithia

12-8-97 02:02 PM 9747018 PUCETT\_A \$13.00 Patricia Ritchie, County Clerk GALVESTON COUNTY, TEXAS

85

4425 88-2265/1131-59 ESTON COUNTY SHERIFF'S OFFICE SHERIFFS SALES 601 54TH STREET, SUITE 2100 GALVESTON, TX 77551 06/10/2025 PAY TO THE ORDER OF \$7,864.95 **Galveston County** DOLLARS Seven thousand eight hundred sixty-four and 95/100

**Galveston County Sheriff's Office** 

4425

06/10/2025

Pay To: Galveston County

\$7,864.95

Case Number

Case Style

Amount

17TX0069

GALVESTON COUNTY, ET AL VS. EUGENE W. EUBANKS

Liens in Judgment (Prior to Judg.)

\$7,864.95 \$7,864.95

Galveston County C/O Cheryl E. Johnson, Tax Assessor/Collector 722 21st Street Galveston, TX 77553

THE STATE OF TEXAS	§ KNOW A	ALL MEN BY THESE PRI	ECENITO.
COUNTY OF GALVESTON	KNOW F	ALL MEN DI THESE IN	ESENTS.
	RELEASE OF	LIEN	
That, County of Galveston, Texas, in and secured by the lien created beholder of such indebtedness, does lin the instrument of record in the o	by the instrument he hereby release from	reinafter mentioned, as the the lien created, the real pr	legal owner and operty described
ORDER ASSESSING CO for record under Galveston COUNTY OF GALVES' amount of \$2,097.09 for re TR B Being N 75ft of S Prolongation N of RR Ro Gilchrist, TX 77617)	n County Clerk's ITON, TEXAS, agamoval and elimination 175 of W 30ft Lo	File No. GAC 9747018, in ainst Eugene W Eubank on of nuisance (Abst. 64 Fot 20 & E 60Ft Lot 19	favor of as, in the E Franks Gilchrist
The property covered by the above	instrument and her	eby released is described a	s follows:
Abst. 64 E Franks TR B I Gilchrist Prolongation N 87 Gilchrist, TX 77617			
Executed this the $4^{th}$ day of Augus	<u>st, 2025</u> .		
COUNTY OF GALVESTON, TE	XAS	ATTEST:	
BY: MARK HENRY, County J	udge	Dwight D. Sullivan, (	County Clerk
BEFORE ME, the undersigned a County Judge, Galveston County, to the foregoing instrument, and as and consideration therein expresse County of Galveston, Texas.	Texas, known to me cknowledged to me	to be the person whose nathat he executed the same	me is subscribed for the purposes
Given under my hand and seal of o	office on this	day of	, 2025.
Seal			

Notary Public, State of Texas



# GALVESTON COUNTY, TEXAS COMMISSIONERS COURT

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

\*22.

### **Contract Approval Request Form**

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

Date of Request: 7/24/2025
 Contract Type: Expense

3) Renewal Contract: No

4) Department Name: Facilities

5) Department Contact: Misty Witmer

6) Description: Consideration of approval of OTIS Opitguard Shield with OTIS

submitted by Facilities

7) PEID No: N/A8) Req No: N/A

9) Orgkey: 110117010010) Object Code: 5423000

11) Vendor: OTIS

12) Vendor Contract No: CM21138

#### **Expenditure Budget/Revenue Projections**

13) Fund Name: General

14) Fund #: 1101

15) Current Year Budgeted: \$600,000 16) Current Year Projected: \$5,662.30

17) Year 2: 18) Year 3:

19) Year 4:

20) Year 5:

21) Totals:

### To Be Completed by Purchasing Department

22) Contract Start Date: 10/1/202023) Auto Renewal Contract: No

24) Bid No: N/A

**25) Contract End Date:** 9/30/2025

26) Contract # Issued by Purchasing Department: 230334

# NOTES: HB1295 on file - Contract CM21138 approved in CC 11/16/2020

#### **Approval History**

Seq#	Approver	Action	Action Date
1	Lauren Michaels	Approve	7/24/25 12:35 pm
2	Misty Witmer	Approve	7/24/25 1:02 pm
3	Melissa Fleming	Approve	7/24/25 2:35 pm
4	Veronica Van Horn	Approve	7/28/25 12:32 pm
5	Diana Huallpa	Approve	7/29/25 1:37 pm
6	Sergio Cruz	Approve	7/30/25 10:26 am
7	Veronica Van Horn	Approve	7/30/25 10:55 am



# Department of Enterprise Services - 5WH

Title:		
Description:		
For who:		
Location:		
When needed:		
Justification:		
Item	Qty Per Unit \$	Total
	Total spend:	
Is this item budgeted: Yes No	Budgeted amount:	
If not budgeted, describe		
how item is to be funded?:		
Is this a renewal?: Yes No	Current expiration date:	
DIR Contract?: Yes No	DIR Contract #	
Account:		
Submitted by:	Date:	

# **Otis Service and Repair Order**

07/15/2025

#### **CUSTOMER NAME**

Galveston County 602 59th St Galveston, TX 77551

#### **OTIS ELEVATOR COMPANY**

1289 North Post Oak Suite 100 Houston, TX 77550

#### **OTIS CONTACT**

Olandria Carthen
Phone:
Email:
Olandria.Carthen@otis.com

#### PROJECT LOCATION

RECORDS STORAGE BLDG 715 19TH STREET GALVESTON, TX 77550

#### PROPOSAL NUMBER

QTE-002117386

We propose to furnish the necessary material and labor on the following units:

Unit	Customer Designation
621655	ELV 2, 750-9162

#### **SCOPE OF WORK**

#### OPTIGUARD SHIELD™ 2D ENTRANCE-PROTECTION DEVICE

The Optiguard Shield<sup>TM</sup> 2D door protection system uses infrared emitters and detectors to create an invisible net across the elevator entrance. The Optiguard Shield<sup>TM</sup> 2D system continuously scans for interrupted beams. If any beam in the curtain is interrupted, the Optiguard Shield<sup>TM</sup> 2D system will reopen the elevator door instantly.

If these beams strike an object in the middle of the entryway, light reflects off the object into special photodiode receivers mounted on the opposite side of the entrance, which scan into the entryway. If the receivers detect enough light, a reversal signal is generated to open the doors.

#### **Benefits:**

#### **Enhanced Protection**

Optiguard Shield<sup>TM</sup> 2D offers enhanced protection for passengers, reducing potential injuries. The system enables safe passage through the elevator entrance, holding the doors open while passengers enter and exit.

#### **Investment Protection**

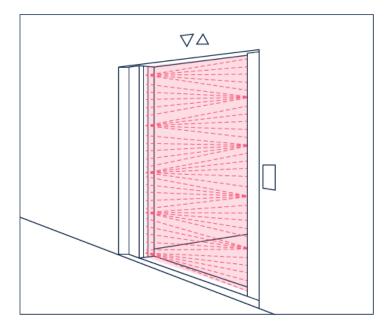
The Optiguard Shield™ 2D system's infrared beams also detect objects approaching, reducing potential damage to the elevator doors caused by mail carts, stretchers, or other moving equipment.

#### **Code Compliance**

Optiguard Shield<sup>™</sup> 2D meets all requirements under ASME A17.1-2016 / CSA B44:16 and prior. The Optiguard Shield<sup>™</sup> 2D universal power supply works on any elevator.

#### Clarifications:

AHJ Inspection: The above-mentioned proposal often requires an AHJ inspection or a permit to be pulled for the completion of the project. Often times inspection lead times can range from one (1) to three (3) weeks depending on your local jurisdiction.



Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

Your account representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above. The price quoted below does not include sales tax and is valid for 30 days from the date specified above. The work will be scheduled based on the availability of material and manpower to complete the job efficiently.

The scope proposed herein represents the entire scope that we are contracted for, if additional work is required by others to allow for completion of this work and/or for the inspection to occur, that work is not included. If additional labor and material are needed, a supplemental proposal will be sent.

#### **PRICE**

\$5,662.30

Five thousand six hundred sixty-two and 30/100 dollars

This price is based on a **one hundred** percent (100%) downpayment in the amount of \$5,662.30.

#### **PAYMENT TERMS:**

- The downpayment amount is due in full prior to Otis ordering material and/or mobilizing.
- If you choose the alternative downpayment amount listed below, the corresponding adjustment shall be applied to the base contract amount.

Downpayment Percent	Price Adjustment Percentage	Authorization (Initial)
25%	+ 10%	
75%	+ 5%	

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

SUGGESTED BY: TIMOTH THORNTON

**TITLE:** Mechanic

Accepted in Duplicate

Galveston County	Otis Elevator Company
Date:	Date: 7/15/2025
Signed:	Signed:
	M. Milford
Print Name:	Print Name: Meagan Milford
Title:	Title: Sr Manager & GM - Houston
Email:	Email:
Company Name: Galveston County	
<ul> <li>Principal, Owner or Authorized Representative of Principal or Owner</li> </ul>	
□ Agent (Name of Principal or Owner)	

#### **TERMS AND CONDITIONS**

- 1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
- 2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described. Furthermore, you agree that the agreed price is subject to increase caused by any reason beyond Otis' reasonable control including but not limited to commodity, fuel, tariff, and/or shipping transportation cost increases.
- 3. Payments shall be made as follows: A down payment of One Hundred percent (100.0%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty days period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
- 4. In the event the work is not completed within 180 calendar days from your original authorization to proceed through no fault of Otis, Otis may notify you of an updated price which may be accepted or rejected by you. If rejected, Otis will not be required to perform work, and no amounts will be due and payable by you hereunder except amounts for any labor, services, or materials that had already been furnished or procured by Otis prior to notice of price increase. If you are not notified of a new price by Otis, then the parties' obligations will be unchanged and each party will be required to perform their obligations hereunder.
- 5. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
- 6. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
- 7. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
- 8. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
- 9. Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, cyber security, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.
- 10. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.

THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND

- THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
- 11. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
- 12. Notwithstanding anything to the contrary, Otis agrees to indemnify Customer for loss, damage, or penalty (collectively "Damage") to the extent such Damage is solely caused by Otis's negligence, willful misconduct, or material breach of the Contract, but not to the extent caused by others. Otis's duty to indemnify does not include a duty to defend during the pendency of any claim or action as both parties shall defend themselves during the pendency of any claim or action. Notwithstanding anything to the contrary, Otis will supply an insurance certificate evidencing the insurance carried by Otis conditioned on the understanding that it represents full compliance with all insurance requirements applying to Otis for the Work on this project. Otis does not provide copies of its insurance policies or declaration pages, certified or otherwise, does not waive subrogation, and does not add others as additional insured. All limits and values related to coverage if any is provided to Customer shall be actual values without qualifying language such as "at least", "not less than", "no less than", "minimum" or the like. Coverage, if any, will be on an occurrence basis. Coverage limits may be achieved through a combination of underlying and excess policies. Umbrella limits, if any, will be on a stand-alone, not follow-form basis. Renewal certificates will be provided during the term of the Contract. In lieu of adding parties as additional insured, such parties shall be named insured on an Owner and Contractor Protective (OCP) Liability policy with a limit of \$2,000,000.
- 13. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.
- 14. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.
- 15. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.
- 16. This Contract will be deemed voidable, even after execution, if it is determined by Otis that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.
- 17. By accepting delivery of parts incorporating software, you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.



# GALVESTON COUNTY, TEXAS COMMISSIONERS COURT

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

\*23.

#### **Contract Approval Request Form**

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

Date of Request: 7/14/2025
 Contract Type: Expense
 Renewal Contract: Yes

4) Department Name: Information Technology

5) Department Contact: Misty Witmer

6) Description: Consideration of approval for Reportal Annual Software Maintenance with Reportal submitted by Information Technology

7) PEID No: N/A8) Req No: N/A

9) Orgkey: 1101159100 10) Object Code: 5419301 11) Vendor: Reportal 12) Vendor Contract No:

#### **Expenditure Budget/Revenue Projections**

13) Fund Name: General

14) Fund #: 1101

15) Current Year Budgeted: \$700.00 16) Current Year Projected: \$660.00

17) Year 2: 18) Year 3: 19) Year 4: 20) Year 5: 21) Totals:

### To Be Completed by Purchasing Department

22) Contract Start Date: 9/1/202523) Auto Renewal Contract: No

24) Bid No: N/A

**25) Contract End Date:** 8/31/2026

26) Contract # Issued by Purchasing Department: 228976

# **NOTES:** HB1295 ON FILE

#### **Approval History**

Seq#	Approver	Action	Action Date
1	Lauren Michaels	Approve	7/14/25 5:00 pm
2	Misty Witmer	Approve	7/14/25 5:14 pm
3	Melissa Fleming	Disapprove	7/15/25 10:11 am
Notes:	The attached quote has expired. Please	update with current quote. 07/15/25 MF	
4	Lauren Michaels	Approve	7/15/25 10:44 am
5	Misty Witmer	Approve	7/15/25 10:54 am
6	Melissa Fleming	Approve	7/15/25 1:31 pm
7	Veronica Van Horn	Approve	7/15/25 2:54 pm
8	Diana Huallpa	Approve	7/15/25 4:21 pm
9	Sergio Cruz	Approve	7/15/25 6:07 pm
10	Veronica Van Horn	Approve	7/15/25 6:15 pm



# Department of Enterprise Services - 5WH

Title:		
Description:		
For who:		
Location:		
When needed:		
Justification:		
Item	Qty Per Unit \$	Total
	Total spend:	
Is this item budgeted: Yes	No Budgeted amount:	
If not budgeted, describe		
how item is to be funded?:		
Is this a renewal?: Yes No	Current expiration date:	
DIR Contract?: Yes No	DIR Contract #	
Account:		
Submitted by:	Date:	

REQUEST ID- # 45991

#### **Reportal Annual Maintenance Renewal**

Requested by Grandison, Darleen on Jul 11, 2025 04:13 PM | Approval Status : Not Configured

**Request Details** 

Request Type Service Request Mode Not Assigned

Status Open Level Not Assigned

**Requester Details** 

Requester Name Grandison, Darleen Assets -

Site Base Site Category Software

Group Business Office Sub Category Law Systems

Technician Not Assigned Item Reportal

Created Date Jul 11, 2025 04:13 PM Responded Time Not Configured

Response Due Date Not Configured

Emails to Notify

Created By Grandison, Darleen Department Information Technology

Template Ad-Hoc Service Service Category Ad-Hoc

SLA 6 Day Resolution

#### Description

Reportal Annual Maintenance Renewal for 9/1/2025 - 8/31/2026

Budgeted: \$660.00 Amount: \$660.00

#### **Requester Details**

#### Grandison, Darleen

darleen.grandison@galvestoncountytx.gov

Employee ID E09864

Phone +14097705342

Mobile -

Job Title IT Business Systems Manager

Site Base Site

7/14/25, 4:53 PM

#### IT Service Desk - ManageEngine ServiceDesk Plus Cloud

Department

Information Technology

Reporting Manager

Martinez, Chris

Test

\_

#### Assets belonging to the User

Name	Product	Product Type	Asset Type	Product Manufacturer	Warranty Expiry Date
fch2049f6t2	UC Conference Phone - 8841	Desktop Phones	Asset	Cisco	-
79826M3	Latitude 5421	Workstation	Asset	Dell Inc.	-
6BWH2R3	WD19S	Docking Station	Component	Dell	-
4LMS2H3	U2722D	Monitor	Component	Dell	-
2NMS2H3	U2722D	Monitor	Component	Dell	-



#### **QUOTE**

Date: 10-Jul-25 Number: **RE011127Q** 

Your PO No:

Reseller	Code:		Customer Co	ode:
Bill To:	County of	Galveston	Ship To:	County of Galveston

Product	Qty	Unit Price	Amount Paid	Amount Extended
rePORTAL Annual Maintenance	1	\$660.00	\$0.00	\$660.00
9/1/2025 - 8/31/2026		\$0.00	\$0.00	\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
		Sales Tax:	0.00%	\$0.00
Totals		\$660.00	\$0.00	\$660.00

This quote is valid for 60 days from the date above. Prices are in US Dollars.

To submit an order, please contact us at:

Shahrabani & Associates, LLC PO Box 750816

Forest Hills, NY 11375

+1.925.377.6107 p +1.212.845.9131 f

Tax ID: 30-0781782

Wiring instructions:

Shahrabani & Associates, LLC

**Bank of America** 

Account No: 483045085322 SWIFT Code: BOFAUS3N Routing/ABA No: 021000322

Routing # Wires: 026009593

Tax ID: 30-0781782

# Galveston County, Texas Tentative Budget

# **Fiscal Year 2025 Contracts**

Object	Pri D	escription/Co	omments	Begin Date	End Date	Vendor Contract Type	New (Y/N) Contract # (	Qty	Unit Cost	Requested Budget	Tentative Budget
	1101	Fund	General Fund								
1		Department Division:	: Information Technology Information Technology								
5419301	01 C	nBase Annual	Maintenance	10/01/2024	09/30/2025	BIDCON SOFTWARE	N	1	193,100	193,100	193,100
						Bid and Contract Vendor	TBD				
5419301	01 C	SSI Maintena	nce	10/01/2024	09/30/2025	BIDCON SOFTWARE	N	1	290,000	290,000	290,000
						Bid and Contract Vendor	TBD				
5419301	01 P	rintech Mainte	enance	10/01/2024	09/30/2025	BIDCON SOFTWARE	N	1	3,000	3,000	3,000
						Bid and Contract Vendor	TBD				
5419301	01 G	ranicus Webs	ite	10/01/2024	09/30/2025	BIDCON SOFTWARE	N	1	29,000	29,000	29,000
						Bid and Contract Vendor	TBD				
5419301	01 R	eportal		10/01/2024	09/30/2025	BIDCON SOFTWARE	N	1	700	700	700
						Bid and Contract Vendor	TBD				
5419301	01 R	ightFax		10/01/2024	09/30/2025	BIDCON SOFTWARE	N	1	14,500	14,500	14,500
						Bid and Contract Vendor	TBD				
5419301	01 T	reeSize		10/01/2024	09/30/2025	BIDCON SOFTWARE	N	1	250	250	250
						Bid and Contract Vendor	TBD				
8/30/20	24   10	:46:36 A   MI	CH_L   **Galv Cnty Product	ion** BI_Con	tract						Page 2



# **GALVESTON COUNTY, TEXAS COMMISSIONERS COURT**

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

\*24.

#### **Contract Approval Request Form**

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

1) Date of Request: 7/28/2025 2) Contract Type: Expense 3) Renewal Contract: No

4) Department Name: Information Technology

5) Department Contact: Misty Witmer

6) Description: Consideration of approval of CorEMR Professional Services to assist with migrating the CorEMR application with CorEMR submitted by Information **Technology** 

7) PEID No: N/A 8) Req No: N/A

9) Orgkev: 1101159100 10) Object Code: 5481000 11) Vendor: CorEMR 12) Vendor Contract No:

#### **Expenditure Budget/Revenue Projections**

13) Fund Name: General

14) Fund #: 1101

15) Current Year Budgeted: \$1,187,651.94

16) Current Year Projected: \$900.00

17) Year 2: 18) Year 3: 19) Year 4: 20) Year 5:

21) Totals:

## To Be Completed by Purchasing Department

**22) Contract Start Date:** 8/4/2025 23) Auto Renewal Contract: No

24) Bid No: N/A

**25) Contract End Date:** 8/3/2026

26) Contract # Issued by Purchasing Department: 230635

# **NOTES:** HB1295 to be requested - CorEMR Professional Services - proprietary and can only be managed by CorEMR technical staff

#### **Approval History**

Seq#	Approver	Action	Action Date
1	Lauren Michaels	Approve	7/28/25 11:08 am
2	Misty Witmer	Approve	7/28/25 11:21 am
3	Melissa Fleming	Approve	7/28/25 2:56 pm
4	Veronica Van Horn	Approve	7/28/25 3:01 pm
5	Diana Huallpa	Approve	7/30/25 11:03 am
6	Sergio Cruz	Approve	7/30/25 11:42 am
7	Veronica Van Horn	Approve	7/30/25 12:15 pm



# Department of Enterprise Services - 5WH

Title:	
Description:	
For who:	
Location:	
When needed:	
Justification:	
Item	Qty Per Unit \$ Total
	Total spend:
Is this item budgeted: Yes No	Budgeted amount:
If not budgeted, describe	
how item is to be funded?:	
Is this a renewal?: Yes No	Current expiration date:
DIR Contract?: Yes No	DIR Contract #
Account:	
Submitted by:	Date:



July 24, 2025

RE: Server Migration Galveston Co. TX

This quote is for CorEMR technical staff to assist in migrating the CorEMR application and database from the existing server at Liberty Tech to a different server at the same or another location.

CorEMR for this project is 4-6 hours @ \$150/hr. Not to exceed 6 hours.

Once approved we can move forward with the project.

Sincerely,

Pául Winterton VP CorEMR

paul@coremr.com 801-225-0317



# GALVESTON COUNTY, TEXAS COMMISSIONERS COURT

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

\*25.

### **Contract Approval Request Form**

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

Date of Request: 7/25/2025
 Contract Type: Expense
 Renewal Contract: Yes

4) Department Name: Information Technology

5) Department Contact: Misty Witmer

6) Description: Consideration of approval of 5-year Support Subscription renewal for VMWare Support with CDW submitted by Information Technology

7) PEID No: N/A8) Req No: N/A

9) Orgkey: 110115910010) Object Code: 5746100

11) Vendor: CDW

12) Vendor Contract No: DIR-CPO-5303

#### **Expenditure Budget/Revenue Projections**

13) Fund Name: General

14) Fund #: 1101

15) Current Year Budgeted: \$185,000.00 16) Current Year Projected: \$146,666.00

17) Year 2: 18) Year 3: 19) Year 4: 20) Year 5: 21) Totals:

### To Be Completed by Purchasing Department

22) Contract Start Date: 9/27/202523) Auto Renewal Contract: No

24) Bid No: N/A

**25) Contract End Date:** 9/26/2026

26) Contract # Issued by Purchasing Department: 230426

# **NOTES:** HB1295 not required - publicly traded co.

#### **Approval History**

Seq#	Approver	Action	Action Date
1	Lauren Michaels	Approve	7/25/25 10:31 am
2	Misty Witmer	Approve	7/25/25 11:34 am
3	Melissa Fleming	Approve	7/25/25 4:09 pm
4	Veronica Van Horn	Approve	7/28/25 12:27 pm
5	Diana Huallpa	Approve	7/29/25 1:39 pm
6	Sergio Cruz	Approve	7/30/25 10:34 am
7	Veronica Van Horn	Approve	7/30/25 12:16 pm



### THE COUNTY OF GALVESTON

**VERONICA VAN HORN** INTERIM PURCHASING AGENT

### **COUNTY COURTHOUSE**

ERIN S. QUIROGA, MBA, CPPB ASST. PURCHASING AGENT

722 Moody (21st Street) Fifth (5th) Floor, Purchasing GALVESTON, TEXAS 77550 (409) 770-5371

August 4, 2025

Honorable County Judge Honorable County Commissioners' Court Galveston County Courthouse Galveston, Texas 77550

# Re: Request to Utilize Cooperative Purchasing Agreement DIR-CPO-5303 CDW Government LLC

### Gentlemen:

The Commissioners' Court is respectfully requested to grant authorization to utilize a state of Texas-approved cooperative purchasing program as referenced in Texas Local Government Code, Section 271.102, Cooperative Purchasing Program. This authorization would allow procurement of virtualization software for Information Technology without adhering to the competitive bidding requirements specified in Chapter 262.023 – Competitive Requirements.

The Purchasing Department has reviewed this request and recommends approval. Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Veronica Van Horn

**Interim Purchasing Agent** 



# Department of Enterprise Services - 5WH

Title:		
Description:		
For who:		
Location:		
When needed:		
Justification:		
Item	Qty Per Unit \$	Total
	Total spend:	
Is this item budgeted: Yes	No Budgeted amount:	
If not budgeted, describe		
how item is to be funded?:		
Is this a renewal?: Yes No	Current expiration date:	
DIR Contract?: Yes No	DIR Contract #	
Account:		
Submitted by:	Date:	

REQUEST ID- # 46371

### **VMware Subscription Renewal - 2025**

Requested by Azez, Firas on Jul 23, 2025 01:15 PM | Approval Status : Not Configured

**Request Details** 

Request Type Service Request Mode Not Assigned

Status Open Level Not Assigned

**Requester Details** 

Requester Name Azez, Firas Assets

Site Base Site Category Purchasing

Group Business Office Sub Category Services

Technician Not Assigned Item Not Assigned

Total Cost 146666.0 \$

Has your department Yes

budgeted for this?

Date Needed Completed Sep 15, 2025 01:15 PM

By:

**OIT Business Office Use Only** 

Fiscal Year Not Assigned Budget Amount Not Assigned

Maintenance Not Assigned DIR Contract Not Assigned

Submitted By: Not Assigned Submitted Date Not Configured

Created Date Jul 23, 2025 01:15 PM Responded Time Not Configured

Due by date Aug 6, 2025 01:15 PM Completed Time Not Configured

Response Due Date Not Configured

Emails to Notify

Created By Perez, Claudia Department Information Technology

Template Purchase Supplies or Services Service Category Purchasing

SLA 10 Day Resolution

Description

Describe what is being purchased?

Support subscription renewal for VMware: VMware Cloud Foundation - Qty 768 Vmware Live Recovery - Qty - 100 Year 1 out of 5: 9/27/2025 - 9/26/2026

See attachments for more details

Why is this equipment needed?

What Department and\or who will use this item?

Additional Information - URLs or places items can be purchased:

### **Requester Details**

Azez, Firas

firas.azez@galvestoncountytx.gov

Employee ID E100879

Phone +14097706200

Mobile -

Job Title IT Infrastructure Manager

Site Base Site

Department Information Technology

Reporting Manager Martinez, Chris

Test -

### Assets belonging to the User

Name	Product	Product Type	Asset Type	Product Manufacturer	Warranty Expiry Date
Spare # 66	Nighthawk M6	Air Cards	Asset	Netgear	-
l50-2012.gc.pri	Latitude 5421	Workstation	Asset	Dell Inc.	-
F7913H3	U2722D	Monitor	Component	Dell	Mar 16, 2025
DC5NGN3	WD19S	Docking Station	Component	Dell	-
67913H3	U2722D	Monitor	Component	Dell	Mar 16, 2025





1

1

Vmware

Vmware

PAYMENT 4 OF 5

VMware, LLC

VMware, LLC

PAYMENT 5 OF 5

QTY 100: VCF-VLR-PVM QTY 768: VCF-CLD-FND

Start Date: 09/27/2028 End Date: 09/26/2029

QTY 100: VCF-VLR-PVM QTY 768: VCF-CLD-FND

Start Date: 09/27/2029 End Date: 09/26/2030

Customer:	Galveston County		Quo	te Number:	250711A
Contact:	Firas Azez		Quote Date: Prepared By: Phone:		July 14, 2025
Address:	722 Moody	Contract: DIR-CPO-5303			Alyssa McArthur-Guzmar
	Galveston TX				(877)621-3156
Phone:			Ema	nil:	alysmca@cdwg.com
QTY	MFG PART	DESCRIPTION		UNIT COST	EXT. COST
1	Vmware	QTY 100: VCF-VLR-PVM	\$	146,666.00	\$ 146,666.00
		QTY 768: VCF-CLD-FND		,	,
		VMware, LLC			
		Start Date: 09/27/2025			
		End Date: 09/26/2026			
		CPQ Q#: CPQ-3350579			
		Contract #: 52675020			
		VMware Opp#: 1392354			
100	VCF-VLR-PVM	VMware Live Recovery Protected VM - For 5 Years	\$	-	\$ -
		VMware, LLC - VCF-VLR-PVM			
		Start Date: 09/27/2025			
		End Date: 09/26/2030			
768	VCF-CLD-FND	VMware Cloud Foundation (Please contact	\$	-	\$ -
		Carahsoft prior to ordering for assistance			
		determining required core count.) - For 5 Years			
		VMware, LLC - VCF-CLD-FND			
		Start Date: 09/27/2025			
		End Date: 09/26/2030			
1	Vmware	PAYMENT 2 OF 5	\$	175,998.23	\$ 175,998.23
		QTY 100: VCF-VLR-PVM			
		QTY 768: VCF-CLD-FND			
		VMware, LLC			
		Start Date: 09/27/2026			
	<u> </u>	End Date: 09/26/2027			4 24442
1	Vmware	PAYMENT 3 OF 5 QTY 100: VCF-VLR-PVM	\$	211,197.87	\$ 211,197.87
		QTY 768: VCF-CLD-FND VMware, LLC			
		Start Date: 09/27/2027			
		End Date: 09/26/2028			
		DAVA 45NT 4 05 5		252 427	A 252 125 15

\$

253,437.45

304,124.94

FREIGHT: \$

253,437.45

304,124.94

GRAND TOTAL: \$ 1,091,424.49

Corporate Headquarters:

Will Call & Third Party Pickup 200 North Milwaukee Ave. Vernon Hills, IL 60061 Please remit payment to:

CDW Government

75 Remittance Drive, Suite 1515

Chicago, IL 60675-1515

#### STATE OF TEXAS

# DEPARTMENT OF INFORMATION RESOURCES CONTRACT FOR PRODUCTS AND RELATED SERVICES

### **CDW Government LLC**

### 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 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and CDW Government LLC, an Illinois Limited Liability Company (hereinafter "Successful Respondent"), with its principal place of business at 230 North Milwaukee Avenue Vernon Hills, Illinois 60061.

### 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;
  - Appendix C, Pricing Index;
  - 5. Exhibit 1, RFO DIR-CPO-TMP-570, including all Addenda; and
  - 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 two (2) optional one-year renewals (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.

DIR-CPO-TMP-570 Page **2** of **10** 

### 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

DIR-CPO-TMP-570 Page **3** of **10** 

- 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;
- 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.

DIR-CPO-TMP-570 Page **6** of **10** 

### 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. 15<sup>th</sup> St., Suite 1300 Austin, Texas 78701

Phone: (512) 475-4700

Email: lisa.massock@dir.texas.gov

### **If sent to Successful Respondent:**

Dario Bertocchi
Vice President, Contracting Operations
CDW Government LLC
230 North Milwaukee Avenue
Vernon Hills, IL 60061

Phone: (203) 851-7049 Email: dariber@cdw.com

DIR-CPO-TMP-570 Page **7** of **10** 

### 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

DIR-CPO-TMP-570 Page **8** of **10** 

- 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.)

DIR-CPO-TMP-570

123

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

### **CDW Government LLC**

Authorized By: Signature on File
Name: Dario Bertocchi
Fitle: VP, Contracting Operations
Date: 3/12/2024   10:52 AM PDT
The State of Texas, acting by and through the Department of Information Resources
Authorized By: Signature on File
Name: Lisa Massock
Fitle: Chief Procurement Officer
Date: 3/18/2024   3:14 PM CDT
Office of General Counsel: Initial on File

DIR-CPO-TMP-570

**Date:** 3/18/2024 | 3:14 PM CDT

**Version 1.0** Rev. 3/21/23

# 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 Technologies 159100 Division: Information Technologies							
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 Cer	nter 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	,	,	,
8/30/2024   10:46:37 A   MICH_L   **Galv Cnty Prod	uction** BI_Contr	ract					Page 10



# **GALVESTON COUNTY, TEXAS COMMISSIONERS COURT**

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

**\*26.** 

## **Contract Approval Request Form**

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

1) Date of Request: 7/24/2025 2) Contract Type: Expense

3) Renewal Contract: Yes

- 4) Department Name: Information Technology
- 5) Department Contact: Misty Witmer
- 6) Description: Consideration of approval of Horizon Subscription renewal for virtual desktop infrastructure with CDWG submitted by Information Technology

7) PEID No: 701478 8) Req No: N/A

9) Orgkey: 1101159100 10) Object Code: 5746100

11) Vendor: CDW

12) Vendor Contract No: OMNIA R220801

### **Expenditure Budget/Revenue Projections**

13) Fund Name: General

14) Fund #: 1101

15) Current Year Budgeted: \$60,000.00 16) Current Year Projected: \$44,796.78

17) Year 2: 18) Year 3: 19) Year 4: 20) Year 5: 21) Totals:

### To Be Completed by Purchasing Department

**22) Contract Start Date:** 8/4/2025 23) Auto Renewal Contract: No

24) Bid No: N/A

**25) Contract End Date:** 8/3/2026

26) Contract # Issued by Purchasing Department: 230423

# **NOTES:** HB1295 not required - publicly traded co.

### **Approval History**

Seq#	Approver	Action	Action Date
1	Lauren Michaels	Approve	7/24/25 9:38 am
2	Misty Witmer	Approve	7/24/25 10:09 am
3	Melissa Fleming	Approve	7/25/25 3:06 pm
4	Veronica Van Horn	Approve	7/28/25 12:20 pm
5	Diana Huallpa	Approve	7/29/25 6:46 pm
6	Sergio Cruz	Approve	7/30/25 10:25 am
7	Veronica Van Horn	Approve	7/30/25 10:55 am



# Department of Enterprise Services - 5WH

Title:		
Description:		
For who:		
Location:		
When needed:		
Justification:		
Item	Qty Per Unit \$	Total
	Total spend:	
Is this item budgeted: Yes No	Budgeted amount:	
If not budgeted, describe		
how item is to be funded?:		
Is this a renewal?: Yes No	<b>Current expiration date:</b>	
DIR Contract?: Yes No	DIR Contract #	
Account:		
Submitted by:	Date:	

REQUEST ID- # 46362

# **Horizon Subscription Renewal**

Requested by Azez, Firas on Jul 23, 2025 10:55 AM Approval Status: Not Configured

### **Request Details**

Request Type Service Request Mode Not Assigned

Status Open Level Not Assigned

**Requester Details** 

Requester Name Azez, Firas Assets -

Site Base Site Category Purchasing

Group Business Office Sub Category Services

Technician Not Assigned Item Not Assigned

Total Cost 44796.78 \$

Has your department Yes

budgeted for this?

Date Needed Completed Aug 15, 2025 10:53 AM

By:

OIT	<b>Business</b>	Office	Use	Only
-----	-----------------	--------	-----	------

Fiscal Year Not Assigned Budget Amount Not Assigned

Maintenance Not Assigned DIR Contract Not Assigned

Submitted By: Not Assigned Submitted Date Not Configured

Created Date Jul 23, 2025 10:55 AM Responded Time Not Configured

Due by date Aug 6, 2025 10:56 AM Completed Time Not Configured

Response Due Date Not Configured

Emails to Notify -

Created By Perez, Claudia Department Information Technology

Template Purchase Supplies or Services Service Category Purchasing

SLA 10 Day Resolution

### Description

### Describe what is being purchased?

Horizon Support Renewal - 1 yr Universal Subscription - Total of 150 Coverage: 8/30/2025 - 8/29/2026 See attachments for details

Why is this equipment needed?

What Department and\or who will use this item?

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

### **Requester Details**

### Azez, Firas

firas.azez@galvestoncountytx.gov

Employee ID E100879

Phone +14097706200

Mobile -

Job Title IT Infrastructure Manager

Site Base Site

Department Information Technology

Reporting Manager Martinez, Chris

Test -

### Assets belonging to the User

Name	Product	Product Type	Asset Type	Product Manufacturer	Warranty Expiry Date
Spare # 66	Nighthawk M6	Air Cards	Asset	Netgear	-
l50-2012.gc.pri	Latitude 5421	Workstation	Asset	Dell Inc.	-
F7913H3	U2722D	Monitor	Component	Dell	Mar 16, 2025
DC5NGN3	WD19S	Docking Station	Component	Dell	-
67913H3	U2722D	Monitor	Component	Dell	Mar 16, 2025

# FW: CDW-G Quote Confirmation: Quote #PMWR668/P.O. Ref. OMNISSA RENEWAL

"Alyssa McArthur-Guzman" <alysmca@cdwg.com> 7/18/2025 9:49 AM

To: "Alyssa McArthur-Guzman" <alysmca@cdwg.com>



Software Services IT Solutions Brands Research Hub

# **Review and Complete Purchase**

Lauren Michaels,

Thank you for considering CDW-G for your technology needs. The details of your quote are below. If you are an eProcurement or single sign on customer, please log into your system to access the CDW site. You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

### **Convert Quote to Order**

Quote #	Quote Date	Quote Reference	Customer #	
PMWR668	07/18/2025	OMNISSA RENEWAL	3269894	

Order Details					
Item		Qty	CDW #	Unit Price	Ext. Price
omnissa	Omnissa Horizon Universal Subscription - (Add-on) - 12 Month Mfg. Part#: HAH-ADCUB-12PT0-C1S UNSPSC: 43233006 Electronic distribution - NO MEDIA Contract: ESC R4 Omnia Total Cloud Solutions (R220801) 4951708 CDW #: 4951708	1	4951708	\$14,932.28	\$14,932.28
omnissa	Omnissa Horizon Universal Subscription - (Core) - 12 Month Mfg. Part#: HAH-CRCUB-12PT0-C1S UNSPSC: 43233006 Electronic distribution - NO MEDIA	10	4946357	\$2,986.45	\$29,864.50

Contract: ESC R4 Omnia Total Cloud Solutions (R220801) 4946357 CDW #: 4946357

**Subtotal** \$44,796.78

Sales Tax \$0.00

**Grand Total** \$44,796.78

### Shipping Details

### **Shipped To:**

Galveston County Auditors Office ATTN: Information Tec 722 21st St 2nd Fl, Galveston, TX 77550

Shipping Method ELECTRONIC DISTRIBUTION

Payment Terms Net 30 Days-Govt State/Local



**Sales Contact Info** 

Alyssa Mcarthur-guzman

| (877) 621-3156 | alysmca@cdwg.com





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This email was sent to  $\underline{alysmca@cdwg.com}$ . Please add  $\underline{cdwsales@cdwemail.com}$  to your address book.





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SPS-QC:001 | SPS 1 | Customer#: 3269894 | SPS63d5e735-eee8-436b-81fb-d98c39418493

# 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 Technolog 159100 Division: Information Technolog						
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 (An	nual 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 a	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
CALLED OF SIEM	13.3112021 09.30/2020	Bid and Contract Vendor	TBD	123,000	122,000	122,000
8/30/2024   10:46:37 A   MICH_L   **Galv Cnty Produ	ction** BI_Contract					Page 12



To: Board of Directors
From: Robert Zingelmann

Date: June 28, 2022

Subject: Recommendation of Contract Award

Region 4 ESC held a RFP opening on June 28, 2022 for RFP # 22-08 for Total Cloud Solutions and Services. There were (9) proposals submitted:

- CDW Government LLC
- Crayon Software Experts LLC
- DLT Solutions, LLC
- DLZP Group LLC
- Ingram Micro Public Sector LLC
- Mythics Emergent Group, Inc.
- Presidio Networked Solutions LLC
- SHI Government Solutions
- Strategic Communications LLC

After careful review of all proposals, the Evaluation Team has determined that (4) companies demonstrated the ability to provide the products and services outlined in the solicitation while offering competitive pricing to the members.

### **CONSIDERATION**

Award of annual contract in compliance with the bid laws of the State of Texas is recommended.

### RECOMMENDATION

The Evaluation Team recommends the following companies for award based on their response:

Contract	Vendor	Term of Contract
Total Cloud Solutions and Services	CDW Government LLC Ingram Micro Public Sector LLC Mythics Emergent Group, Inc. SHI Government Solutions	(3) years with option of (2) one- year renewals

Support documentation has been attached for your reference.

Enclosure: Bid Tab Summary



To: Deborah Bushnell

**Contract Manager** 

From: Robert Zingelmann

Chief Financial Officer, Finance and Operations Services

Date: June 28, 2022

Subject: Approval of Contract Award

Per official action taken by the Board of Directors of Region 4 Education Service Center (ESC) on June 28, 2022 the following contract was approved as presented:

### > Total Cloud Solutions and Services

CDW Government LLC

- Ingram Micro Public Sector LLC
- Mythics Emergent Group, Inc.
- SHI Government Solutions

Contract is effective October 1, 2022. If you have any questions, please let me know.



# GALVESTON COUNTY, TEXAS COMMISSIONERS COURT

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

\*27.

Receive and file Southern States Consortium - JPMorgan Chase procurement card (p-card) rebate check submitted by the Interim Purchasing Agent

### **Approval History**

Seq#	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/24/25 9:25 am



### THE COUNTY OF GALVESTON

VERONICA VAN HORN INTERIM PURCHASING AGENT

# COUNTY COURTHOUSE 722 Moody (21st Street)

722 Moody (21st Street) Fifth (5th) Floor, Purchasing GALVESTON, TEXAS 77550 (409) 770-5371 **ERIN S. QUIROGA, MBA, CPPB** ASST. PURCHASING AGENT

August 4, 2025

Honorable County Judge Honorable County Commissioners' Court Galveston County Courthouse Galveston, Texas 77550

Re: State of Texas – JPMorgan Chase – Procurement Card (P-card) Rebate Check

Gentlemen,

As a result of the Galveston County Commissioners' Court's cooperative involvement in Southern States Consortium, formally known as the Texas Payment Card Consortium, a check totaling \$22,743.87 has been wired to the County Auditor for deposit into the general fund.

The Purchasing Department will continue to strive to find ways to bring value to the procurement function through cooperative e-procurement initiatives.

Sincerely,

Veronica Van Horn

Interim Purchasing Agent

Veronica Van Horn

Under TPCC Agreen	Org Volume Category 2	\$93,086.63
	Org Volume Category 1	\$1,166,164.47
	Org Volume Standard	\$1,102,224.04
September 2023 - August 2024	Org Name	10348 GALVESTON Cty
	Org	9

Organizatio	ORG_OrganizationName	COM_Number	COM_CompanyName	SPA_SpendingMonth
10348	GALVESTON Cty	223704824	GALVESTON COUNTY	01-Sep-23
10348	GALVESTON Cty	223704824	GALVESTON COUNTY	01-Oct-23
10348	GALVESTON Cty	223704824	GALVESTON COUNTY	01-Nov-23
10348	GALVESTON Cty	223704824	GALVESTON COUNTY	01-Dec-23
10348	GALVESTON Cty	223704824	GALVESTON COUNTY	01-Jan-24
10348	GALVESTON Cty	223704824	GALVESTON COUNTY	01-Feb-24
10348	GALVESTON Cty	223704824	GALVESTON COUNTY	01-Mar-24
10348	GALVESTON Cty	223704824	GALVESTON COUNTY	01-Apr-24.
10348	GALVESTON Cty	223704824	GALVESTON COUNTY	01-May-24
10348	GALVESTON Cty	223704824	GALVESTON COUNTY	01-Jun-24
10348	GALVESTON Cty	223704824	GALVESTON COUNTY	01-Jul-24
10348	GALVESTON Cty	223704824	GALVESTON COUNTY	01-Aug-24

						Average Fileturn		
						Escalator/		
			Standard	Category	Category	De-	Standard	
Org Volume Total	Days in Period	Average Fileturn	Rate	Rate 1 Rate 2 Rate Escalator	2 Rate	Escalator	Rebate (	CAT 1 Rebate
\$2 361 475 14	366	31	31 112% 0.90% 0.15% -0.0100%	0.90%	0.15%	-0.0100%	\$12,234,69	\$12 234 69 \$10 378 86

Standard Settled Ar	no Reduced Settled Amo	Standard Settled Amo Reduced Settled Amd ra Low Settled Amount
\$119,533.41	41 \$131,091.10	\$7,002.18
\$93,267.58	58, \$93,735.35	\$8,727.14
\$63,519.82	\$76,611.32	\$6,198.60
\$60,128.65	65 \$76,566.48	\$7,680.01
\$78,043.35	35 \$96,519.00	\$13,966.71
\$101,435.79	79 \$89,115.23	\$7,549.04
\$98,253.48	48 \$92,084.26	\$4,061.93
\$101,788.64	64 \$88,839.18	\$5,924.77
\$79,964.12	12 \$92,886.98	\$6,314.28
\$86,945.79	79 \$69,660.84	\$5,284.28
\$97,227.95	95 \$99,716.15	\$11,480.06
\$122,115.46	46 \$159,338.58	\$8,897.63

	Rebate	Payable	\$0.00 \$22 743.87
	Deduction Chargeoff/	Recovery	\$0 O
Other Payments/	Deduction	Ø	00
	CAT 2	Rebate	\$130 32



# GALVESTON COUNTY, TEXAS COMMISSIONERS COURT

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

**\*28.** 

Consideration for authorization to extend the contracts for RFP 24-009 Financial Assistance for Galveston County submitted by the Interim Purchasing Agent

### **Approval History**

Seq#	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/24/25 8:56 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

August 4, 2025

Honorable County Judge Honorable County Commissioners' Court Galveston County Courthouse Galveston, Texas 77550

Re: RFP 24-009, Financial Assistance for Galveston County Contract #217731

Gentlemen,

The contracts associated with RFP 24-009 Financial Assistance for Galveston County are scheduled for their first extensions on October 1, 2025. The contracted vendors for this service are M.I. Lewis Social Service Center and St. Vincent's House.

No amendments to the contracts have been requested at this time.

It is requested that the extensions be authorized.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Veronica Van Hon

Veronica Van Horn

Interim Purchasing Agent

## Dickey, Tammy

From:

Monterrubio, Christian

Sent:

Monday, July 7, 2025 4:36 PM Huallpa, Diana; Fleming, Melissa

To: Cc:

Edwards, Tashonda

Subject:

Re: 24-009 - Financial Assistance For Galveston County

Good afternoon Melissa,

Thank you for reaching out.

Yes, we would like to proceed with offering the first extension for Bid 24-009 - Financial Assistance for Galveston County to both St. Vincent's House and M.I. Lewis Social Service Center.

Please let us know if you need anything from our end.

Respectfully,



Christian Montellakio

Finance Manager

Department of Professional Services

(409) 770-5339



christianimonterrubio@galvestoncountytx.gov



722 Moody Avenue, Galveston Texas 77550

From: Huallpa, Diana < Diana. Huallpa@galvestoncountytx.gov>

Sent: Wednesday, July 2, 2025 6:16 PM

To: Fleming, Melissa < Melissa. Fleming@galvestoncountytx.gov>

Cc: Edwards, Tashonda < Tashonda. Edwards@co.galveston.tx.us>; Monterrubio, Christian

<Christian.Monterrubio@galvestoncountytx.gov>

Subject: Re: 24-009 - Financial Assistance For Galveston County

Hi Melissa,

Our office will review and advise you in the upcoming days.

Thank you.



Diana Huallpa

Chief Financial Officer

Department of Professional Services

(409) 770-5442

diana.huallpa@galvestoncountytx.gov

722 Moody Avénué, Gálvéstón, Texás 77550

From: Fleming, Melissa < Melissa. Fleming@galvestoncountytx.gov>

Sent: Wednesday, July 2, 2025 10:54 AM

To: Huallpa, Diana < Diana. Huallpa@galvestoncountytx.gov>
Cc: Edwards, Tashonda < Tashonda. Edwards@co.galveston.tx.us>
Subject: 24-009 - Financial Assistance For Galveston County

Hello Diana,

I show that Bid 24-009 for Financial Assistance For Galveston County is up for the first renewal. Please advise if you wish to offer the first extension to St. Vincent's House & M.I. Lewis Social Service Center.

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



#### THE COUNTY OF GALVESTON

### RUFUS G. CROWDER, CPPO CPPB

PURCHASING AGENT
COUNTY COURTHOUSE

722 Moody (21st Street) Fifth (5th) Floor GALVESTON, TEXAS 77550

Wednesday, July 9, 2025

M.I. LEWIS SOCIAL SERVICE CENTER P.O. BOX 1542 DICKINSON, TX 77539

RE: SOLICITATION NAME: Financial Assistance for Galveston County Contract # 217731 / Bid # 24-009

Good day,

The resultant contract listed below is eligible for its First extension period and requires a response from your company to initiate the next contractual period.

Contract Number: 217731
 Bid Number: 24-009

Solicitation Name: Financial Assistance for Galveston County

• 1st Extension Period: 10/01/2025 - 09/30/2026

This signed letter is required by the County to be completed and returned to the Galveston County Purchasing Agent prior to any contract extension request to be placed on the Commissioners' Court agenda for consideration. This contract extension is subject to these requirements.

Please contact the Purchasing Department with any questions regarding this matter including the proposed date that this item may be placed on the Commissioners' Court agenda. Your attendance is not required.

Sincerely, Melissa Fleming Contract Administrator Galveston County

ACCEPTED BY (signeture)

DATE 7/16/25

Executive Disceton



#### THE COUNTY OF GALVESTON

## RUFUS G. CROWDER, CPPO CPPB

PURCHASING AGENT **COUNTY COURTHOUSE** 722 Moody (21st Street) Fifth (5th) Floor GALVESTON, TEXAS 77550

Thursday, July 10, 2025

ST. VINCENT'S HOUSE 2817 ALFREDA HOUSTON PLACE GALVESTON, TX 77550

SOLICITATION NAME: Financial Assistance for Galveston County Contract # 217731 / Bid # 24-009

Good day,

The resultant contract listed below is eligible for the First extension period and requires a response from your company to initiate the next contractual period.

217731 Contract Number: 24-009 Bid Number:

Financial Assistance for Galveston County Solicitation Name:

1st Extension Period: 10/01/2025 -09/30/2026

This signed letter is required by the County to be completed and returned to the Galveston County Purchasing Agent prior to any contract extension request to be placed on the Commissioners' Court agenda for consideration. This contract extension is subject to these requirements.

Please contact the Purchasing Department with any questions regarding this matter including the proposed date that this item may be placed on the Commissioners' Court agenda. Your attendance is not required.

Sincerely, Melissa Fleming Contract Administrator **Galveston County** 

ACCEPTED BY (signature)

7/10/2025

Executive Director

# SPECIAL PROVISIONS REQUEST FOR PROPOSAL FINANCIAL ASSISTANCE FOR GALVESTON COUNTY GALVESTON COUNTY, TEXAS

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RFP 24-009

Solicitation Deadline / RFP Opening: 08/23/2024

Time: 2:00 PM CST

## SPECIAL PROVISIONS REQUEST FOR PROPOSAL FINANCIAL ASSISTANCE FOR GALVESTON COUNTY GALVESTON COUNTY, TEXAS

The Special Provisions and the General Provisions of this Request for Proposal and the Exhibits attached hereto are made a part of the agreement between the Parties. In the event of a conflict between the General Provisions and the Special Provisions, the terms of the Special Provisions shall control.

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/.

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: <a href="https://galvestoncountytx.bonfirehub.com/portal/?tab=login">https://galvestoncountytx.bonfirehub.com/portal/?tab=login</a>

There is no cost to register as a vendor. For more detailed clarification and information on how to register and submit your bids and proposals through Bonfire, click on the video link below:

Submission Video: <a href="https://support.gobonfire.com/hc/en-us/articles/203903356-Vendor-Registration-and-Submission-">https://support.gobonfire.com/hc/en-us/articles/203903356-Vendor-Registration-and-Submission-</a>

#### A. PURPOSE:

Galveston County, Texas issues this Request for Proposals (RFP) seeking a contractor to provide Social Services - Financial Assistance Services for eligible citizens of Galveston County. Successful contractor shall comply with all specifications listed in the Request for Proposals.

The successful contractor will be responsible for conducting eligibility screening and processing services necessary to fulfill the County's obligation. The County of Galveston welcomes proposals from non-profit organizations that provide the best quality for these services.

This request for proposal is open to organizations actively engaged in Financial Assistance Services. Proof of capability may be required prior to the award of a contract.

The County of Galveston is responsible for providing financial needs assistance to eligible citizens of Galveston County.

## B. DEFINITIONS (As mentioned in FAR Subpart 52.2—Text of Provisions and Clauses)

52.202-1 Definitions.

**Definitions (Nov 2013)** 

## SPECIAL PROVISIONS REQUEST FOR PROPOSAL FINANCIAL ASSISTANCE FOR GALVESTON COUNTY GALVESTON COUNTY, TEXAS

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 RFP and initial process is included below. Galveston County reserves the right to change these dates and will notify proposers of any changes via addendum:

Advertise RFP (first date of publication)
Advertise RFP (second date of publication)

Friday July 26, 2024 Friday, August 2, 2024

Deadline for Questions & Inquiries RFP Solicitation Deadline / Proposal Opening Thursday, August 8, 2024 by 5:00 PM Friday, August 23, 2024 at 2:00 PM

Interested parties may attend the Friday, August 23, 2024, 2:00 PM bid opening virtually by using the following link:

https://galvestoncountytx.webex.com/galvestoncountytx/j.php?MTID=m5b782dc31e622b0d78454a7d3bb1e502

Join by meeting number

Meeting number (access code): 2490 134 9637

Meeting password: 24-009 (240009 when dialing from a video system)

Tap to join from a mobile device (attendees only) +1-415-655-0001,,24901349637## US Toll

Join by phone +1-415-655-0001 US Toll Global call-in numbers

Join from a video system or application Dial 24901349637@galvestoncountytx.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

## SPECIAL PROVISIONS REQUEST FOR PROPOSAL FINANCIAL ASSISTANCE FOR GALVESTON COUNTY GALVESTON COUNTY, TEXAS

## D. SUBMISSION INSTRUCTIONS (For Walk-in Submittals)

One (1) unbound single-sided original, and five (5) single-sided copies must be submitted no later than 2:00 PM CST, on Friday, August 23, 2024:

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston
722 Moody Avenue (21st Street), Fifth (5th) Floor
Galveston, TX 77550

The time stamp clock located in the Purchasing Agent's office shall serve as the official time keeping piece for this solicitation process. Any proposals received after 2:00 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

#### E. BID/PROPOSAL GUARANTEE

A bid bond is not a requirement of this solicitation request

## F. PERFORMANCE AND PAYMENT BONDS

Performance and Payment Bonds are not a requirement of this solicitation request.

## G. BEST AND FINAL OFFERS (BAFO)

The Best and Final Offer process is applicable to this solicitation.

## H. PERSONNEL TO CONTACT REGARDING THIS SOLICITATION

Proposers 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 Proposer, which in the opinion of the County affects all responders or would be prejudicial to other proposers if not communicated, shall be furnished to all proposers as an addendum to the solicitation. Proposers **must** direct all inquiries to the following:

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
722 21st Street (Moody), 5th Floor
Galveston, Texas 77550
E-mail: purchasing.bids@co.galveston.tx.us

## SPECIAL PROVISIONS REQUEST FOR PROPOSAL FINANCIAL ASSISTANCE FOR GALVESTON COUNTY GALVESTON COUNTY, TEXAS

Proposers must e-mail their inquiries (with the subject line "Financial Assistance for Galveston County – RFP 24-009– Questions") for additional information and/or clarification to the address listed above. The request must include the Proposer's name and the RFP 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 proposals due date. Late requests or those not delivered to the proper address may not receive a reply. Proposers shall not attempt to contact the County by any other means. The Purchasing Agent's Office shall post the answers to 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 Proposal Submission Date. The County, at its sole discretion, may not issue a response to a RFI submittal. Proposers should not rely on any oral or written representations, statements, or explanations, other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP 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 Proposer's sole responsibility to ensure receipt of all addenda prior to submitting its proposal. All Proposers 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 <a href="http://www.galvestoncountytx.gov/county-offices/purchasing">http://www.galvestoncountytx.gov/county-offices/purchasing</a>.

The Proposer must acknowledge the receipt of all addenda on the forms provided. In the event a Proposer fails to acknowledge receipt of such addenda, the County may, at its sole discretion, determines that such failure to acknowledge any or all addenda does not materially affect the Proposal and waive the acknowledgement of one or more addenda.

Proposers 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 proposal receipt date or in sufficient time for the Proposer to prepare a responsive or competitive submittal.

#### I. PROGRAM ADMINISTRATION

Unless otherwise provided by specific provisions under this agreement, contractor operations and activities related and provided for in this agreement will be under the supervision of the Galveston County Chief Financial Officer or his designated representative who for the purpose of this contract are:

TaShonda Edwards
Indigent Coordinator/Social Worker Community Services
2516 Texas Ave, Ste. 167
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

## SPECIAL PROVISIONS REQUEST FOR PROPOSAL FINANCIAL ASSISTANCE FOR GALVESTON COUNTY GALVESTON COUNTY, TEXAS

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, and that pricing meets the agreed upon pricing methodology as specified in the contract, and that funds are available.

#### J. SCOPE OF SERVICES

Financial Needs Assistance provides assistance to Galveston County residence for Housing/Rent, Utilities, Prescriptions/Medical Supplies, Food and Personal Hygiene.

Services under the request include the following:

- Intake of application
- Services shall be provided for ALL of Galveston County
- Caseworker assessment of client situation and need
- Determine eligibility
- Verifying information
- Processing payment
- Notification to entity assistance is being provided to
- Notifying client if assistance is denied
- Required tracking of client activity using Charity Tracker for recording keeping
- Working with other State and local agencies including (Non-Governmental Organizations)
   NGO's
- Required accurate Monthly Reporting
- Grant client the opportunity to appeal with Designated Program Administrators

### K. PROPOSAL DELIVERABLES

Interested parties are encouraged to present statement of Proposals that are based on the unique capabilities and resources of their organization to provide the requested services. These proposals should provide responses to the following:

### A. Company Experience & History:

- Include a brief history of the organization, management structure, current services provided, and any other relevant information pertinent to demonstrating the organization's capability. Include in your discussion:
  - Number of employees employed by the Organization; and
  - Number of years-experience.

## SPECIAL PROVISIONS REQUEST FOR PROPOSAL FINANCIAL ASSISTANCE FOR GALVESTON COUNTY GALVESTON COUNTY, TEXAS

- 2) Describe current funding sources and include the following information:
  - Funding source, address, and telephone numbers;
  - Date of original contract and expiration dates;
- List all contracts lost, or not renewed (list contact person and telephone number), in the last three (3) years. Please provide narrative describing reasons that contracts have not been renewed. Service provider must specifically identify any contracts from which they have asked to be relieved or any contracts that have been canceled prematurely.
- Included in this section, the service provider shall provide a summary of their current and recent history of past performances related to Financial Needs Assistance services and highlight evidence of achievements in this area.
- Provide an organizational chart delineating office organizational structure.

  The service provider is cautioned that it is the service providers sole responsibility to submit information related to the evaluation categories and that the County of Galveston is under no obligation to solicit such information if it is not included with the service providers proposal. Failure of the service provider to submit such information may cause an adverse impact on the evaluation of the service provider's proposal.

The County of Galveston reserves the right to consider historic information and fact gained from the service provider's proposal, oral presentation, references or other objective data, in the evaluation process.

### B. Methodology for Providing Services:

Proposer will include a plan to provide financial assistance services as it relates ALL of Galveston County.

## C. Staffing:

Proposer shall specify if and how they intend to staff, if applicable, for this program.

- 1. Proposer will provide a copy of written policies and procedures relevant to it performance under this agreement as part of this proposal.
- 2. Report any changes with staff turnover immediately
- 3. Failure to keep up with the scope of work may result in contract termination

## D. Financial Accountability, Reporting and Record Keeping:

Proposer will describe record keeping practices, and any additional client tracking systems used to Charity Tracker.

One-time reporting, reports are due monthly by the 1st of the month no later than the 5th.

## SPECIAL PROVISIONS REQUEST FOR PROPOSAL FINANCIAL ASSISTANCE FOR GALVESTON COUNTY GALVESTON COUNTY, TEXAS

## E. Methodology for Providing Outreach:

Proposer shall provide specific plans and include example handouts and multimedia links used for outreach designed and cover all of Galveston County.

## L. ADDITIONAL REQUIREMENTS

- Proposer agrees to meet all guidelines and requirements of the County of Galveston.
- Proposer will not discriminate against any employee, applicant for employment, or eligible client based on race, religion, color, sex, national origin, age or handicapped condition.
- Proposer will assume all of the rights, obligations and liabilities applicable to an independent contractor

#### M. 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 8, 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.

## N. PROPOSAL PREPARATION AND SUBMISSION PROPOSALS

**RFP Response:** In order to be considered for selection, the Proposer must submit a complete response to the RFP. **One (1) single-sided original and five (5) copies** of each proposal must be submitted to Galveston County by the due date. The Proposer shall make no other distribution of the proposal.

## SPECIAL PROVISIONS REQUEST FOR PROPOSAL FINANCIAL ASSISTANCE FOR GALVESTON COUNTY GALVESTON COUNTY, TEXAS

**Proposal Preparation:** An authorized representative of the Proposer shall sign the proposal. All information requested must be submitted. Failure to submit all information requested may result in the rejection of the proposal.

- A. Proposals should be typed/printed on 8 ½" X 11" paper, with at least one-inch margins, using 12-point type. Proposals are limited to a maximum of 25 pages including all forms and attachments. All pages of the proposal should be numbered. Any pages over 25 may be discarded or result in substantially lower evaluation of the proposal.
- B. Proposals should be organized in the order in which the requirements are presented in section 3 Proposal Specifications of this RFP. Each paragraph/section should reference the corresponding section of the RFP and repeat the title as it appears in this document. Information the Proposer desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional materials.
- C. Each copy of the proposal must be contained in a single bound notebook and divided into marked sections.

**Oral Presentation:** Proposers who submit a proposal in response to the RFP <u>may</u> be required to give an oral presentation of their proposal to the evaluation committee. This provides an opportunity for the Proposer to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation.

### O. EVALUATION CRITERIA AND AWARD:

The Evaluation Committee will consider the most cost productive, efficient and effective proposal. While the County of Galveston appreciates a brief straight forward and concise response, the proposer must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, or equivocal statements may be construed against the proposer. Proposal responses may be incorporated into any contract that results from this RFP, and proposers are cautioned not to make claims or statements that they are not prepared to commit to contractually. Failure of the proposer to meet such claims will result in a requirement that the proposer provide the resources necessary to meet the submitted claims.

The award(s) will be made to the responsible proposer(s) whose proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal. The requested services will be awarded primarily based on the evaluation criteria listed below as well as complying with the provisions as stated on page 6 of the General Provisions, Item 17, Award of Proposals – Evaluation Criteria and Factors.

**Evaluation Criteria:** Proposals shall be evaluated by the Evaluation Committee using the criteria listed below. Subheadings under each criterion indicate the type of factors to be considered, but are not

# SPECIAL PROVISIONS REQUEST FOR PROPOSAL FINANCIAL ASSISTANCE FOR GALVESTON COUNTY GALVESTON COUNTY, TEXAS

necessarily exclusive. Evaluations will be made and points awarded based solely on the information contained in the proposal.

<u>Cr</u>	<u>iteria</u>	<b>Points</b>
1.	Experience & History	10 points 25 points
2.	Methodology for Providing Services	20 points
3.	Staffing	20 points
4.	Financial Accountability, reporting, record keeping and internal Audit process to ensure accuracy in Charity Tracker	25 points
5.	Methodology for Outreach	20 points
		100 Points

### P. EXCEPTIONS:

Any exceptions to bid conditions should be listed on a separate sheet of paper, attached to bid submittal and submitted with bid at the specified date and time of bid opening.

Galveston County is tax exempt and therefore taxes and license fees should not be added to any proposed bid or proposal prices.

The remainder of this page intentionally left blank

Solicitation Deadline / RFP Opening: 08/23/2024

Time: 2:00 PM CST

# SPECIAL PROVISIONS REQUEST FOR PROPOSAL FINANCIAL ASSISTANCE FOR GALVESTON COUNTY 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.

TH	E COMPANY OF:				
ΑI	DDRESS:				
to res	ne following documents shall be returned or confirmed with an "X" do so may be ample cause for rejection of qualification submittal a sponsibility of the Proposer to ensure that Respondent has received ems:  Required Documents Checklist (this page)	s non-res	sponsive. enda.	submitta It is the	
2.	Addenda Acknowledgement (if any)	#1	#2	#3	#4
3.	One (1) original, and five (5) copies				
4.	ATTACHMENT A - Vendor Qualification Packet				
5.	ATTACHMENT B - Certification Reg. Debarment, Suspension,	and Othe	er Ineligi	bility	
6.	ATTACHMENT C - Certification Regarding Lobbying Form				
7.	ATTACHMENT D - Non-Collusion Affidavit				
8.	ATTACHMENT E - Prohibition on Contracts with Companies E	Boycottin	g Israel		
9.	ATTACHMENT F - Prohibition on Contracts with Certain Com				
10	. ATTACHMENT G - Information for Notice				
	. ATTACHMENT H - References				
son	to contact regarding this qualification:				
	Phone:				
nail	address:				
ne (	of person authorized to bid the Firm:				
	re:				
	_Phone:				
nall	address:				



## GALVESTON COUNTY, TEXAS COMMISSIONERS COURT

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

\*29.

Consideration for authorization to extend the contracts for ITB 24-005 Vehicles Repairs submitted by the Interim Purchasing Agent

## **Approval History**

Seq#	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/24/25 8:58 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

August 4, 2025

Honorable County Judge Honorable County Commissioners' Court Galveston County Courthouse Galveston, Texas 77550

Re: ITB 24-005, Vehicles Repairs Contract #24239

Gentlemen,

The contracts associated with ITB 24-005 Vehicles Repairs are scheduled for their first extensions on September 29, 2025. The contracted vendors for this service are Classic Autoplex F-T LLC and Liggios Tire and Service Center Inc.

No amendments to the contracts have been requested at this time.

It is requested that the extensions be authorized.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Veronica Van Horn

Veronica Van Horn

Interim Purchasing Agent

## Dickey, Tammy

From: Fleming, Melissa

**Sent:** Thursday, July 17, 2025 1:06 PM

To: Dickey, Tammy

**Subject:** FW: Bid 24-005 - Vehicle Repairs

Attachments: Scan@classicgalveston.com\_20250717\_115920.pdf; COUNTYEXT1\_0001.pdf

Hi Tammy,

This is for Bid 24-005 - Vehicle Repairs.

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: Bryant, Elizabeth < Elizabeth. Bryant@galvestoncountytx.gov>

Sent: Friday, June 13, 2025 2:06 PM

To: Fleming, Melissa < Melissa. Fleming@galvestoncountytx.gov>

Subject: RE: Bid 24-005 - Vehicle Repairs

Yes please, we will request to extend. When do you need the Department recommendation memo from Lee?

Thank You,

Elizabeth Bryant Fleet Administrative Manager 5115 Hwy 3 Dickinson, TX 77539 281-309-5074



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#### THE COUNTY OF GALVESTON

#### RUFUS G. CROWDER, CPPO CPPB

PURCHASING AGENT
COUNTY COURTHOUSE

722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550

Thursday, July 17, 2025

CLASSIC AUTOPLEX F-T LLC 8020 BROADWAY GALVESTON, TX 77554

RE: Vehicle Repairs - Galveston Island Contract # CM24239 / Bid # 24-005

Good day,

The resultant contract listed below is eligible for the first extension period and requires a response from your company to initiate the next contractual period.

Contract Number: CM24239
 Bid Number: 24-005

Solicitation Name: Vehicle Repairs - Galveston Island

This signed letter is required by the County to be completed and returned to the Galveston County Purchasing Agent prior to any contract extension request to be placed on the Commissioners' Court agenda for consideration. This contract extension is subject to these requirements.

Please contact the Purchasing Department with any questions regarding this matter including the proposed date that this item may be placed on the Commissioners' Court agenda. Your attendance is not required.

Sincerely,

Melissa Fleming Contract Administrator

Galveston County

ACCEPTED BY (signature)

DATE 9-/7-25

TITLE



#### THE COUNTY OF GALVESTON

#### RUFUS CROWDER, CPPO CPPB PURCHASING AGENT

ERIN QUIROGA, MBA, CPPB ASSISTANT PURCHASING AGENT

COUNTY COURTHOUSE 722 Moody (21" Street) Fifth (5") Floor Galveston, Texas 77550 (409) 770-5371

7/9/2025

LIGGIOS TIRE AND SERVICE CENTER INC 2604 44TH STREET DICKINSON, TX 77539

RE: SOLICITATION NAME Vehicle Repairs - Mainland Contract # CM24239 / Bid # 24-005

Good day,

The resultant contract listed below is eligible for the first extension period and requires a response from your company to initiate the next contractual period.

Contract Number:

CM24239

Bid Number:

24-005

Solicitation Name:

Vehicle Repairs - Mainland

18 Extension Period:

09/29/2025 - 09/28/2026

This signed letter is required by the County to be completed and returned to the Galveston County Purchasing Agent prior to any contract extension request to be placed on the Commissioners' Court agenda for consideration. This contract extension is subject to these requirements.

Please contact the Purchasing Department with any questions regarding this matter including the proposed date that this item may be placed on the Commissioners' Court agenda. Your attendance is not required.

Sincerely,

Melissa Fleming Contract Administrator Galveston County

ACCEPTED BY (signature)

DATE 7 9 25

president

## **SPECIAL PROVISIONS**

## INVITATION TO BID **VEHICLE REPAIRS GALVESTON COUNTY, TEXAS**

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#### SPECIAL PROVISIONS

## INVITATION TO BID VEHICLE REPAIRS 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 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://galvestoncountytx.bonfirehub.com/portal/?tab=login

There is no cost to register as a vendor. For more detailed clarification and information on how to register and submit your bids and proposals through Bonfire, click on the video link below:

Submission Video: https://support.gobonfire.com/hc/en-us/articles/203903356-Vendor-Registration-and-Submission-

#### A. PURPOSE

The County of Galveston is seeking a responsible, independent contractor to provide vehicle collision and body repair services for Galveston County's use. One (1) vendor will be chosen for the mainland areas (Texas City, LaMarque, League City, Dickinson, Santa Fe, Friendswood) and one (1) vendor will be selected for Galveston Island.

This excludes routine maintenance, service, and inspections on the mainland.

## B. EXCEPTIONS TO BID CONDITIONS

The Bidder will list on a separate sheet of paper any exceptions to the conditions of this Invitation to Bid. This sheet will be labeled, "Exceptions to Bid Conditions", and will be attached to the Bid submittal.

If no 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.

#### 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) Advertise Solicitation (second date of publication) **Deadline for Questions & Inquiries** Submission Deadline / Bid Opening

Thursday, July 25, 2024 Thursday, August 1, 2024 Wednesday, August 7, 2024 by 5:00 PM CST Thursday, August 22, 2024 at 2:00 PM CST

#### **SPECIAL PROVISIONS**

## INVITATION TO BID VEHICLE REPAIRS GALVESTON COUNTY, TEXAS

#### Virtual Bid Opening:

Interested parties can attend the 2:00 PM CST, Thursday August 22, 2024 bid opening virtually. Please join from the meeting link:

#### Join from the meeting link

https://galvestoncountytx.webex.com/galvestoncountytx/j.php?MTID=mfa0395c3539ecc5e037790e3ded90654

Join by meeting number

Meeting number (access code): 2492 455 3440

Meeting password: 24-005 (240005 when dialing from a video system)

Tap to join from a mobile device (attendees only) +1-415-655-0001,,24924553440## US Toll

Join by phone +1-415-655-0001 US Toll Global call-in numbers

Join from a video system or application Dial 24924553440@galvestoncountytx.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

## D. SUBMISSION INSTRUCTIONS

One (1) unbound single-sided original bid, and five (5) single-sided copies must be submitted no later than 2:00 PM CST, on Thursday, August 22, 2024:

> Rufus G. Crowder, CPPO CPPB **Purchasing Agent** County of Galveston 722 Moody Avenue (21st Street), Fifth (5th) Floor Galveston, TX 77550

The time stamp clock located in the Purchasing Agent's office shall serve as the official time keeping piece for this solicitation process. Any 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-offies/purchasing

#### 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.

ITB #24-005

Submission Deadline / Bid Opening: 08/22/2024

Time: 2:00 PM CST

### SPECIAL PROVISIONS

## INVITATION TO BID VEHICLE REPAIRS GALVESTON COUNTY, TEXAS

## 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 "Vehicle Repairs ITB 24-005") 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 <a href="http://www.galvestoncountytx.gov/county-offices/purchsing">http://www.galvestoncountytx.gov/county-offices/purchsing</a>

The Bidder must acknowledge the receipt of all addenda on the forms provided. In the event a Bidder fails to acknowledge receipt of such addenda, the County may, at its sole discretion, determines that such failure to acknowledge any or all addenda does not materially affect the solicitation and waive the acknowledgement of one or more addenda.

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.

#### SPECIAL PROVISIONS

## INVITATION TO BID VEHICLE REPAIRS GALVESTON COUNTY, TEXAS

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:

Elizabeth Bryant
Galveston County Fleet Department
5115 HWY 3
Dickinson, TX 77539
281-309-5074
fleet-admin@galvestoncountytx.gov

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, and 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 five (5) single-sided 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.

Bidders shall clearly indicate which project or projects are being submitted for consideration in their cover letter.

#### M. 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 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.

#### SPECIAL PROVISIONS

## INVITATION TO BID VEHICLE REPAIRS GALVESTON COUNTY, TEXAS

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.

#### N. BIDDER'S QUALIFICATION

All potential vendors shall be primarily engaged in the business of the **repair of automobiles** and are required to adhere to the following stipulations:

- Furnish evidence of having the necessary experience, ability, facilities, and financial resources to deliver the requested services as designated in the specification mentioned herein.
- No contract will be awarded except to responsible independent vendors who are capable of supplying vehicle repair services that are suitable for use in commercial applications.
- Repair shops must be located in Galveston County, Texas. One (1) vendor will be chosen for the mainland and one (1) vendor will be selected for Galveston Island.
- Repair shops selected must be able to make repairs on all types of vehicles: trucks, cars, vans, 4x4s, RV'S, buses etc., and repair vehicles from all major manufacturers.
- All parts used for repairs must meet or exceed the manufacturers original specifications (O.E.M). After
  market parts may be used when available, however, must be suitable for their intended purpose and not cause
  the repaired item to be unsafe.
- If repairs are going to require more than forty-eight (48) hours, the Galveston County Fleet Department must be notified.

Since most of the vehicles to be repaired are used by a law enforcement agency, repairs to these vehicles should take precedence over other vehicles being repaired.

## SPECIAL PROVISIONS

## INVITATION TO BID VEHICLE REPAIRS GALVESTON COUNTY, TEXAS

Estimates of repairs must be issued before any work begins and a County Purchase Order must be issued prior to the beginning of work.

Vendor must warrant repairs to be acceptable to the Galveston County Fleet Department.

Shops must be qualified to make repairs and provide services as follows:

- Front and rear brakes
- Replacement of U-joints
- Water Pumps
- Heater Cores
- Bells and Hoses
- Bulbs
- Thermostats
- Oil
- Fuel Filters
- Repair/Replacement of radiators
- Transmission Service Repair
- All types of air conditioning repairs
- Alignments
- Oil and Filter Changes
- Tune-ups; both major and minor
- Front End Work
- Tie rod and Tie rod ends
- Bushings and Bearings
- Carburetor and Fuel Injection Repairs
- Rear End Work
- Fuel Pump Repair/Replacement
- Replacement of batteries, alternators and wiring
- Repairs/Replacement to exhaust systems and other repairs normally with automobile and truck maintenance
- Tire Repairs
- Install and repair emergency equipment

#### O. WARRANTY

Successful bidder shall warrant that all items shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title.

#### P. PERFORMANCE

WRITTEN NOTIFICATION SHALL BE GIVEN IF REPAIR TIMES EXCEED AMOUNTS SHOWN BELOW:

- Jobs costing \$2,000 or less shall be completed within five (5) working days, unless delay by replacement parts ordered, not considered the fault of the successful vendor.
- Jobs over \$2,000 shall be completed within ten (10) working days, unless delayed by replacement parts ordered, not considered the fault of the successful vendor.

#### SPECIAL PROVISIONS

## INVITATION TO BID VEHICLE REPAIRS GALVESTON COUNTY, TEXAS

Repeated failure by the Contractor to complete jobs within the agreed time frame (more than three(3) times within one (1) period) may result in contract termination.

At its option, the County may supply any tire/parts required for vehicle repair, through the use of prior arranged contracts for such.

All replacement repairs parts used shall be new, unused, ORIGINAL EQUIPMENT MANUFACTURED parts, unless otherwise prior approval for alternatives is given by an authorized representative of Galveston County.

SUCCESSFUL VENDOR SHALL BE RESPONSIBLE FOR REPLACEMENT OF ALL GRAPHICS AND EMERGENCY EQUIPMENT INCLUDING BUT NOT LIMITED TO PUSH BARS, STROBE LIGHTS AND BARS, ETC.

Periodically during the Contract term, replacement repair parts invoiced may be audited for compliance to the above conditions and specifications.

### Q. REPAIR STANDARDS

Contractor will complete all repairs necessary to restore the vehicle to its pre-accident condition terms of form, fit finish, appearance, durability, functionality, safety, and value. All such repairs shall be completed in accordance with shall exceed industry standards in effect at time of repair.

#### R. VEHICLE TYPES

The contract shall cover the following types of vehicles:

Passenger vehicles (sedans, light trucks up to 14,500 GVW or equivalent and similar equipment such as vans, etc) including fiberglass work.

Trucks (vehicles over the sizes indicated above), including fiberglass work.

Galveston County reserves the right to assign vehicles which require specialized proprietary repairs, finish, etc, to any other contractor at its discretion depending on the nature and extent of the specialized or proprietary work required.

### S. PRIORITIES

Time is of the essence in returning all vehicles to service. The successful bidder agrees that Galveston County Law Enforcement and Emergency Vehicles shall receive priority over other work in its shop unless specific prior approval had been obtained from an authorized representative of the County. The County agrees that the workload of the contractor is such that timelines is not possible in a given situation, the County reserves the unilateral right to assign the job to a backup contractor.

#### T. ACTIVITY

The County estimates that approximately \$25,000 will be sent in automotive bodywork during each year of the contract, for a total of \$75,000 over three years. Approximately 90% of this work will be for Sheriff Department vehicles as defined herein. These figures are only estimate and are not a binding guarantee of the work to be done under the contract.

#### SPECIAL PROVISIONS

## INVITATION TO BID VEHICLE REPAIRS GALVESTON COUNTY, TEXAS

#### U. PICK UP AND DELIVERY

It shall be the responsibility of the contractor to pick up vehicles. If the vehicle is unable to be drive, it shall be the responsibility of the contractor to have the vehicle towed to their repair facility. Upon completion of repairs, an authorized representative of the County will inspect the vehicle. If it is determined that the vehicle is not properly repaired, the vehicle is to remain at the repair shop until the repairs are completed and approved by the County.

#### V. QUANTITIES

The successful bidder is obligated to furnish the services described herein, which the County required for the operation. The dollar value and/or quantities stated herein are given as a general guide for bidding and are not guaranteed amounts.

The approximate annual value of this agreement is \$25,000.00 per year, for a thirty-six-month period, for a total estimate of \$75,000. Actual amount may be more or less than those estimated herein.

Should a need arise for services which the successful bidder is unable to provide within the time required by the County, the County reserves the right to secure services from other sources to meet its immediate needs without prejudice of the agreement.

#### W. PRICING

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.

All estimates shall be itemized and include hours, parts, and materials necessary for repairs. The hours and prices shall be based on the Motor Crash Estimating Guide in effect at the time. All estimates must detail line by line, each part being repaired or replaced. References MUST include page and line numbers from the current Motor Crash Estimating Guide in effect at the time. If a part is not listed in the Motor Crash Estimating Guide, the vendor must provide a copy of the manufacturer's list price sheet in addition to charging the same discount as bid upon OFF the list price.

The County reserves the right to supply the vendor with parts. It shall be incumbent upon the successful bidder to supply the County with one (1) copy of the current Motor Crash Estimating Guide, prior to award and one (1) copy of updates thereafter.

Vendors must supply estimate for each repair along with the current Chilton Factory Price list. Vendor must receive approval to proceed with repairs from an authorized Fleet Manager.

#### X. UNBALANCED BIDS

When a bid shows evidence of unbalanced unit prices when compared to other bidders (i.e. item(s) significantly underbid, while others are grossly inflated), such a bid may be rejected as non-responsive.

#### **SPECIAL PROVISIONS**

## INVITATION TO BID VEHICLE REPAIRS GALVESTON COUNTY, TEXAS

#### Y. 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 apclerk@galvestoncountytx.gov

Please CC: fleet-admin@galvestoncountytx.gov

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 8, 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.

The remainder of this page intentionally left blank

## **SPECIAL PROVISIONS**

## INVITATION TO BID VEHICLE REPAIRS GALVESTON COUNTY, TEXAS

## Z. 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.

and understands them. Proposer shall return	this enecklist with complete	eu submittai.			
THE COMPANY OF:					_
ADDRESS:					-
The following documents shall be returned of be ample cause for rejection of submittal and that Bidder has received all addenda.	or confirmed with an "X" v d deemed as non-responsiv	vith solicitation subr e. It is the responsib	nittals. F	ailure to	o do so may er to ensure
Items: 1. Required Documents Checklist (this page	e)	Confi	med (X)	) <b>:</b>	
2. Addenda Acknowledgement (if any)		#1	#2	#3	#4
3. One (1) original, five (5) copies of submit	tal				
4. ATTACHMENT A - Vendor Qualification	on Packet				<u> </u>
5. ATTACHMENT B - Certification Reg. D	ebarment, Suspension, and	d Other Ineligibility			
6. ATTACHMENT C - Certification Regar	ding Lobbying Form				
7. ATTACHMENT D - Non-Collusion Affic	lavit				
8. ATTACHMENT E - Prohibition on Cont	tracts with Companies Boy	cotting Israel			
9. ATTACHMENT F - Prohibition on Cont	tracts with Certain Compa	nies			
10. ATTACHMENT G - Information for N	otice				
11. ATTACHMENT H - References					
12. Contract					
13. Bid Sheet					
14. Line-Item Sheet					
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:		<del> </del>	
E-mail address:					



## GALVESTON COUNTY, TEXAS COMMISSIONERS COURT

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

\*30.

Consideration for authorization to issue formal solicitations for Rollover Bay Park - CDBG Round 2.3 Funded submitted by the Interim Purchasing Agent

## **Approval History**

Seq#	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/28/25 5:10 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

August 4, 2025

Honorable County Judge Honorable County Commissioners' Court Galveston County Courthouse Galveston, Texas 77550

## RE: Request to Issue Formal Solicitations - Galveston County Engineering Department

Gentlemen,

It is requested that the Commissioners' Court grant authorization to issue formal solicitations on behalf of the Galveston County Engineering Department:

• Rollover Bay Park - CDBG Round 2.3 Funded

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Veronica Van Horn

Veronica Van Horn

Interim Purchasing Agent

## Dickey, Tammy

From:

Posada, Sabrina

Sent:

Friday, July 25, 2025 2:02 PM

To:

Dickey, Tammy

Cc:

Shannon, Michael; Baher, Nancy

Subject:

Permissions to Advertise

Tammy,

Can you add the following to the next available agenda for permission to advertise:

• Rollover Bay Park CDBG Round 2.3 Funded

Thank you

Sincerely,

## Sabrina Posada

Administrative Assistant
County of Galveston
Office of the County Engineer
722 Moody, Galveston, TX 77550
409.770.5554

Sabrina.Posada@co.galveston.tx.us



## GALVESTON COUNTY, TEXAS COMMISSIONERS COURT

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

\*31.

Consideration for authorization to issue formal solicitations for mitigation application and planning professional services submitted by the Interim Purchasing Agent

## **Approval History**

Seq#	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/28/25 5:03 pm



#### THE COUNTY OF GALVESTON

VERONICA VAN HORN INTERIM PURCHASING AGENT

#### COUNTY COURTHOUSE 722 Moody (21st Street) Fifth (5th) Floor, Purchasing

Fifth (5<sup>th</sup>) Floor, Purchasing GALVESTON, TEXAS 77550 (409) 770-5371 ERIN S. QUIROGA, MBA, CPPB ASST. PURCHASING AGENT

August 4, 2025

Honorable County Judge Honorable County Commissioners' Court Galveston County Courthouse Galveston, Texas 77550

### RE: Request to Issue Formal Solicitations -Grants/Professional Services Department

Gentlemen,

It is requested that the Commissioners' Court grant authorization to issue formal solicitations on behalf of the Grants/Professional Services Department:

• Mitigation Application and Planning Professional Services

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Veronica Van Horn

Veronica Van Horn

Interim Purchasing Agent

County of Galveston

#### Dickey, Tammy

From:

Thomas, Elizabeth

Sent:

Wednesday, July 23, 2025 5:07 PM

To:

Dickey, Tammy; Perez, Jacquelyn

Cc:

Burness, Brad

Subject:

GLO / LHMPP Grant - RFP

Good afternoon, Tammy and Jackie!

I hope your Wednesday went awesome!

The grants office would like to request permission to solicit formal procurement for mitigation application and planning professional services for the agenda on the  $4^{th}$ .

Can you let me know what you need from me to get it on the August 4th agenda?

Thank you so much for all you do!

COLUDIA OF

County of Galveston

Betsy Thomas

Grants Administration Manager Department of Professional Services

**(**409) 770-5355

elizabeth.thomas@co.galveston.tx.us

722 Moody Avenue, Galveston, Texas 77550



# GALVESTON COUNTY, TEXAS COMMISSIONERS COURT

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

\*32.

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	7/29/25 4:45 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

August 4, 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 Interim Purchasing Agent

Veronica Van Horn

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#### Dickey, Tammy

From: Nolan, Edward

**Sent:** Tuesday, July 29, 2025 3:42 PM

To: Dickey, Tammy

Subject: Agenda request for commissioners court 08/04/2025: 291010 Emergency Management

20250804 trailer

Attachments: 291010 Emergency Management 20250804 trailer.pdf

Good afternoon,

Could we please place the following asset on the next available commissioners court appropriate removal as surplus: (291010 Emergency Management 20250804 trailer.pdf):

Г	#	FAID	Unit	VIN	Desc	Notes
	1	27114	MOC- 1	1WC200L2X42051664	2004 WELLS CARGO EW242W	Damaged by Hurricane Beryl; Obsolete & non-functional

#### Thanks!

Edward Nolan Purchasing Asset Coordinator Galveston County Purchasing Department (409) 770-5417 (409) 621-7991 Fax Edward.Nolan@co.galveston.tx.us

**Confidentiality Notice** | This email, and any files transmitted with it, is intended for the individual to whom it is addressed and may contain information that is privileged, confidential, and protected by law. If you are not the intended recipient, you are hereby notified that any use or disclosure of this information is strictly prohibited. If you have received this message in error, please notify the sender immediately via e-mail and delete the original message.



### ASSET DISPOSAL REPORT

DATE: 7/23/2025
To: Purchasing Department, Attention: Fixed Asset Property Manager  From:   291010 Emergency Management Brad Burness  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
Date Date
□ Theft (Attach the Law Enforcement Agency Theft Report)
Destroyed by Natural Disaster Date Date Date
□ Trade-In
Donated Agency receiving donation:
Disposal of: 27114 - Mobile Command Trailer FAID No.
Reason for disposal: Damaged by Hurricane Beryl
Serial No./VIN #: 1WC200L2X42051664
From: 291010 Emergency Management Location: 1353 FM 646 Rd West, Dickinson Building, Floor, Suite, or Room No.
Comments:
PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS
PURCHASING DEPARTMENT USE ONLY
7/21/2025 Quel 4-9666
Date Form Processed Fixed Asset Property Manager

Date Form Processed

Form No. FA-03



## GENERAL ASSET PRE-DISPOSAL DISCLOSURE FORM

To: Purchasing Department, Attention	
From: Authorized Signature	Brad Burness 291010 Emergency Managemen Print Name Department/Division
Re: Pre-disposal disclosure	
Method of Disposal: Dest	Scrap Salvage Starting Bid \$
Please describe the item to the best o	our knowledge. Please list any and all defects.
Disposal of FAID No: 27114	Description: Mobile Command Trailer
Make: WELLS CARGO	Model: EW242W
Serial/VIN: 1WC200L2X42	51664 Year: 2004 Color: White
Description of Use: Mobile Co	mand - Emergency Operations Center
Reason for Disposal: Damageo	y Hurricane Beryl
Is this item currently in sound working	
for allege describe and list all defe	
Other:	
	PY OF THIS FORM FOR YOUR RECORDS
PURC	SING DEPARTMENT USE ONLY
Date Form Processed	Fixed Asset Property Manager

Form No. FA-07 03/18/2013



#### Dickey, Tammy

From: Nolan, Edward

**Sent:** Tuesday, July 29, 2025 4:19 PM

To: Dickey, Tammy

Subject: Agenda request for commissioners court 08/04/2025: 151300 Auditors Surp 20250804

Attachments: 151300 Auditors Surp 20250804.pdf

#### Good afternoon,

Could we please place the following property items on the next available commissioners court for appropriate removal or reallocation: (151300 Auditors Surp 20250804.pdf):

#	Qty	FAID	Make	Model	Serial #	Description
1	2					Conference table
2	6					Office Chairs
3	15					Small black chairs
4	40					Rolling chairs
5	3					Book shelves
6	1					Table
7	6					Calculators
8	11					File sorters
9	3					Keyboards
10	1					Type writer
11	1					HP Printer
12	1					Pot
13	1					HP Scanner
14	10					2-hole puncher
15	5					Monitor risers

#### Thanks!

Edward Nolan
Purchasing Asset Coordinator
Galveston County Purchasing Department
(409) 770-5417
(409) 621-7991 Fax
Edward.Nolan@co.galveston.tx.us

**Confidentiality Notice** | This email, and any files transmitted with it, is intended for the individual to whom it is addressed and may contain information that is privileged, confidential, and protected by law. If you are not the intended recipient, you are hereby notified that any use or disclosure of this information is strictly prohibited. If you have received this message in error, please notify the sender immediately via e-mail and delete the original message.



#### PROPERTY DISPOSAL REPORT

To: Purchasing Department, Attention: Fixed Asset Property Manager  From: 151300 Auditors Sergio Cruz	
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	
□ Theft (Attach the Law Enforcement Agency Theft Rep	ort)
Destroyed by Natural Disaster	
☐ Traffic Accident	
O Trade-In	
□ Donated Agency receiving donation:  Date	
Disposal of: N/A - misc office items (see attached list)	
FAID No. & Description	
Reason for disposal: No longer needed - surplus	
Serial No./VIN #:	
From: 151300 Auditors  Department No. & Name  Location: 722 Moody, STE 4 Au Building, Floor, Suite, G	
Comments:	
PLEASE RETAIN A COPY OF THIS FORM FOR YOUR	RECORDS
PURCHASING DEPARTMENT USE ONLY	11/2
Date Form Processed IX Asset Property Manager	1666

Form No. FA-09



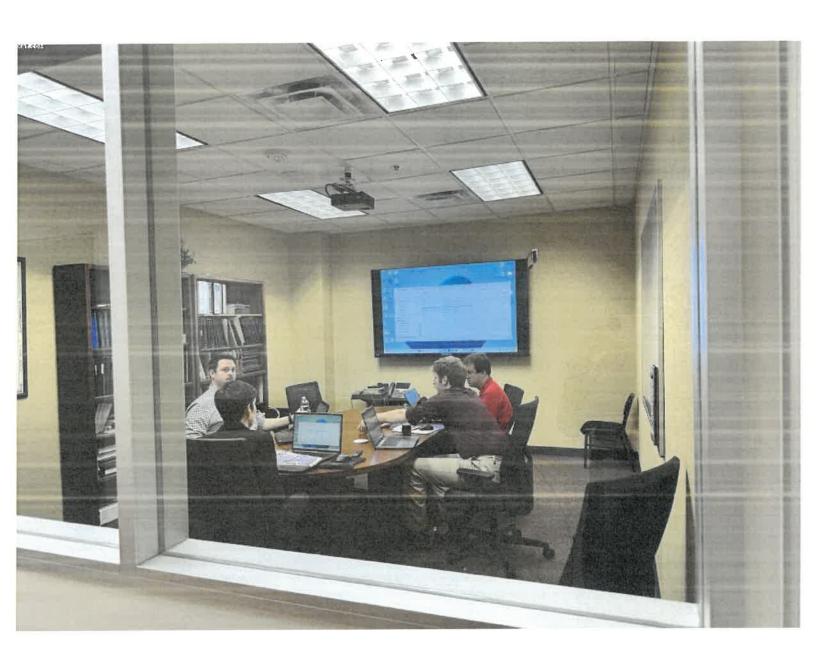
## GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM

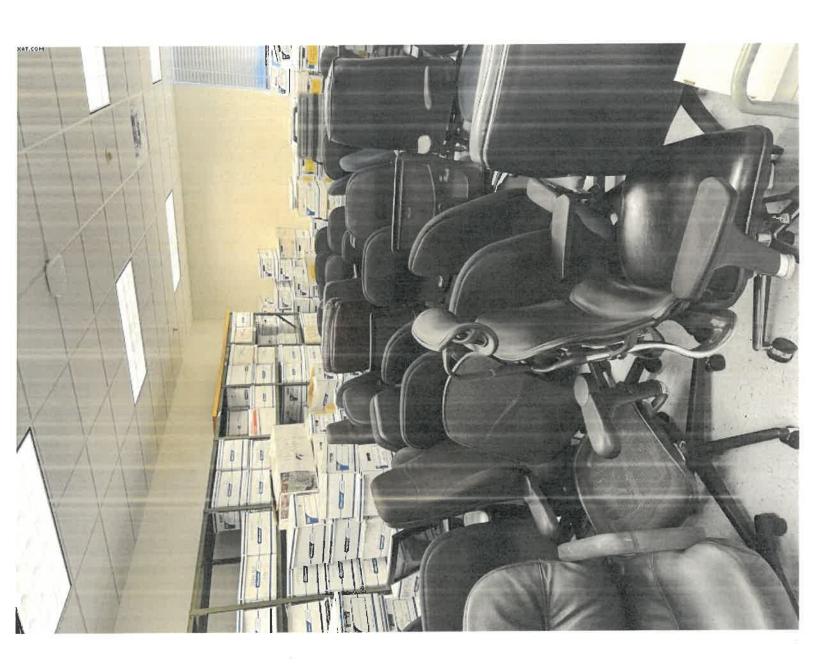
Date: 7/29/2025					
To: Purchasing Departmen	t, Attention: Fixe		fanager Sergio (	Cruz	151300 Auditors
From: Authorized Sig	natur	Print Name			Department/Division
Re: Pre-disposal disclosure	e				
Method of Disposal:	Destroy	Scrap	Salvag	ge Sta	rting Bid \$
Please describe the item to	the best of your k	mowledge. Please	list any and	i all defe	ects.
Disposal of FAID No:	/A	Description:	See atta	achec	list
Make:		Model:			
Serial/VIN:		Year:		C	olor:
Description of Use: Offi	ce surplus	items - see	attache	d list	
Reason for Disposal: SUI					
Is this item currently in sou	nd working cond	ition? Yes	N	Vо	
If no, please describe and li	st all defects.				
Other:					
PLEASE RETA	AIN A COPY	OF THIS FO	RM FOR	YOUI	R RECORDS
1 1 1	PURCHASIN	G DEPARTMEN	T USE ON	ردا	1/2
712912025 Date Form Processed		Fixed Asse	t Property Ma	nager	9660

Form No. FA-10 04/20/2015

Qty	FAID	Make	Model	Serial #	Description	Condition/Notes
1	2				Conference table	
2 (	6				Office Chairs	
3 1!	5				Small black chairs	
4 40	0				Rolling chairs	
5	3				Book shelves	
6	1				Table	
-	6				Calculators	
8 1:	1				File sorters	
9 3	3				Keyboards	
0 :	1				Type writer	
1	1				HP Printer	
2 :	1				Pot	
3	1				HP Scanner	
4 10	0				2-hole puncher	
5 !	5				Monitor risers	
6						











# GALVESTON COUNTY, TEXAS COMMISSIONERS COURT

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

\*33.

Consideration of approving the consent to assignment for engineering services with Dannenbaum to GFT Infrastructure, Inc. for Bacliff Drainage Improvements submitted by Engineering

#### **Approval History**

Seq#	Approver	Action	Action Date
1	Veronica Van Horn	Approve	7/28/25 11:34 am
2	Dianna Martinez	Approve	7/28/25 5:18 pm





Gannett Fleming Corporate Headquarters 207 Senate Avenue Camp Hill, PA 17011

P 717.763.7211 | F 717.763.8150

gannettfleming.com

#### Via E-mail

January 10, 2025

Nancy Baher, P.E., Assistant County Engineer County of Galveston 722 Moody Galveston, TX 77550 Nancy.Baher@co.galveston.tx.us

#### **RE: Request for Consent to Assignment of Agreement**

Dear Ms. Baher,

Effective March 11, 2024, Gannett Fleming, Inc. ("Gannett Fleming") purchased a one hundred percent (100%) ownership interest in DE Corp. ("DEC"). As of July 1st, DEC's operations have been fully integrated into Gannett Fleming's and, as a result, we are requesting consent to the assignment of the active contract between the County and DEC as set forth on page 3 of this letter (the "Agreement"). Gannett Fleming agrees to be bound by and to perform the Agreement in accordance with the conditions contained therein, and assumes all obligations and liabilities of, and all claims against, DEC under the Agreement as if Gannett Fleming was the original party to the Agreement.

Gannett Fleming is an architecture, engineering, and construction firm partnering closely with our clients on some of the toughest challenges facing our communities today. We offer comprehensive infrastructure solutions to a wide range of markets, including transportation, life sciences, water resources, education, industrial, federal, power, and energy. Founded in 1915, we are the employer of choice for 3,000+ of the best and brightest in the industry. With a focus on making the built environment safer, as well as more resilient and sustainable, our clients seek us out for our experience and prefer us for our personal service, innovation, and creative minds. Gannett Fleming has been providing services to the transportation and water resources markets in Texas for decades, but the acquisition of DEC broadens Gannett Fleming's presence in the state through the roots established by DE Corp. in its nearly 80-year history. While we are excited about the additional services and talent we may have available to support our valued clients as a result of the transaction, the individuals performing services on your ongoing projects will remain unchanged.

If you have any questions regarding the transaction, or require any additional information about Gannett Fleming in order to process this request, please do not hesitate to contact Don Stephanik, or Nikki Dames,





Senior Corporate Counsel by e-mail at ndames@gfnet.com or by telephone at (518) 441-7569. Otherwise, if you consent to the assignment, please sign on page 3 below and return a PDF copy to Nikki by e-mail.

Sincerely,

DE Corp.

Johan Petterson

**Executive Vice President** 

Johan Petterson

**Gannett Fleming, Inc.** 

John A. Derr

**Executive Vice President** 



#### **CONSENT TO ASSIGNMENT**

County of Galveston hereby consents to the assignment of the agreement(s) identified below from DE Corp. to Gannett Fleming, Inc., effective January 1, 2025.

Agreement Name	Effective Date
Purchase Order No. F205028	March 14, 2022

ACCEPTED	AND	AGREED

County of Galveston	
By:	



## Office of the Secretary of State

# CERTIFICATE OF AMENDED REGISTRATION OF

GFT Infrastructure, Inc. 8209206

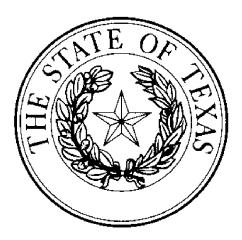
[formerly: GANNETT FLEMING, INC.]

The undersigned, as Secretary of State of Texas, hereby certifies that an Application for Amended Registration to transact business in this state for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this Certificate of Amended Registration to transact business in this state under the name of:

GFT Infrastructure, Inc.

Dated: 06/10/2025 Effective: 06/10/2025



gave Helson

Jane Nelson Secretary of State

State of Texas	§
	§
County of Galveston	§

#### AGREEMENT FOR ENGINEERING SERVICES

#### **PARTIES**

This Agreement for Engineering Services (the "Agreement") is made and entered into by and between the County of Galveston, a political subdivision of the State of Texas, acting by and through its Galveston County Commissioners Court (the "County"), and DE Corp (the "Engineer"), each of whom is a Party hereto and who are collectively referred to herein as the Parties. This Agreement is to perform engineering services for <u>Bacliff Drainage Improvements</u> within the County (the "Project"), which is further described herein and which such services are within the scope of the practice of engineering

#### **RECITALS**

The County conducted a Request for Qualifications, Number RFQ #B221001, entitled "POFESSIONAL ENGINEERING SERVICES FOR AMERICAN RESCUE PLAN ACT DRAINAGE PROJECTS" (the "RFQ"), to procure professional engineering services to perform the Bacliff Drainage Improvements (the "Project"), which is further described herein and which such services are within the scope of the practice of engineering. The terms of the RFQ are fully incorporated herein as part of the contract as if fully stated in this document.

The Engineer timely submitted a statement of qualifications in the RFQ, is a licensed engineer in the State of Texas, and wishes to perform said services.

**Now Therefore**, for and in consideration of the covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### CONTRACTUAL UNDERTAKINGS

#### SECTION I RETENTION OF ENGINEER

The County, by and through this Agreement, retains the Engineer to perform professional engineering services in connection with the Project, and the Engineer, by and through this Agreement, agrees to perform said professional engineering services in connection with the Project.

#### SECTION II CHARACTER AND EXTENT OF SERVICES

The Engineer shall render professional engineering services necessary for the development of the Project, limited to the following and performed in accordance with existing local, State and Federal regulations, as set out in the Scope of Services attached hereto as Exhibit A through F.

The Scope of Services and Response attached hereto as Exhibit A through F is also made a part of this Agreement for all purposes. But, if any terms of Exhibit A through F conflicts with any

existing State of Texas, Texas Department of Transportation, local, or Federal laws, rules or regulations, the State, Federal or local laws, rules or regulations shall control.

The character and extent of services outlined above shall be considered complete upon approval by County, acting by and through its County Engineer, of the various drawings, data and tasks outlined in Exhibit A through F.

All Services provided by Engineer shall be of good quality and shall be performed in a professional manner. The standard of care for all professional engineering and related Services performed or furnished by Engineer and the Response under this Agreement will be the care and skill ordinarily used by other competent engineers practicing under the same or similar circumstances and professional license. Engineer will re-perform any Services not meeting this standard without additional compensation. Engineer will perform its services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

Additional services that may be required after approval of these documents by the County, or required by State or Federal regulations published in the State or Federal Register after the date of execution of this Agreement, shall not be considered as covered by the initial price and scope of this agreement. If the foregoing occurs or for any other required changes in scope, County and Engineer will attempt to negotiate a change order first on a flat fee basis. If a flat fee cannot be negotiated due to the nature of the work involved, with the approval of the County Engineer, work may be performed on a time and materials basis according to the schedule in Exhibit A through F, subject to the maximum amount payable in Section V. County may, but is not required, to negotiate with Engineer for a change in the maximum amount payable to accommodate changes in the work.

#### SECTION III PERIOD OF SERVICES

This Agreement shall be effective upon execution by the County and by the Engineer, with the date of the Party signing last in time, and shall remain in force until satisfactory completion of all services described herein or termination under the provisions hereinafter provided in section VIII.

After execution of Agreement, Engineer shall submit a Project Time Schedule to the County Engineer, which shall be diligently followed during performance of services. It is understood by the County that the Engineer will make every effort to expedite completion of the Project.

# SECTION IV COORDINATION WITH THE COUNTY

The Engineer agrees to perform the services diligently after authorization to proceed. The Engineer agrees to perform all other services diligently and within the agreed upon time schedule.

The Engineer shall hold periodic conferences with the County Engineer to the end that the Project, as perfected, shall have full benefit of the County's experience and knowledge of existing needs and facilities and be consistent with the County's current policies and construction standards. To implement this coordination, the County Engineer shall make available to the Engineer for use in the Project, all existing plans, maps, field notes, statistics, computations and other data in its possession relative to the Project. Engineer shall submit a monthly progress report of project status to the County Engineer and the County Engineer is the County's designated point of contact for this

## SECTION V THE ENGINEERS'S COMPENSATION

As set forth in Exhibit A through F attached hereto, the County shall compensate the Engineer for services performed under this Agreement per the compensation amounts shown in Exhibit A through F for design and construction phase services.

Notwithstanding the foregoing, the maximum amount payable under this Contract is \$630.975.00 including expenses which the Engineer exceeds at its own risk. The maximum amount payable may be revised in the event of changes in extent, complexity, or character of work requiring such revisions upon the prior mutual, written agreement by the County and the Engineer. No revisions in the maximum amount payable will be permitted unless previously authorized in writing by the County.

Payments to the Engineer for authorized services will be made by the County within 45 calendar days upon presentation of monthly statements by the Engineer to the County reflecting Engineer's performance of such services, unless disputed by the County Additionally, the County agrees that it shall review the monthly statements and if disputing, shall notify the Engineer of the County's dispute no later than thirty (30) days after the County's receipt of the monthly statement. All remittances shall be mailed or delivered to Engineer's office. Engineer further agrees that all monthly statements shall detail its services under this Agreement and, if this Agreement is funded through Federal dollars, comply with applicable Federal requirements associated with costs.

#### SECTION VI OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes ("Documents") belong to and remain the property of the County, in consideration of which it is mutually agreed that the County will use them solely in connection with the Project or as required by law, save with the express consent of the Engineer. The Engineer may retain copies of such Documents.

County contracts are subject to all legal requirements provided by county, state or federal statutes, rules and regulations.

Engineer acknowledges that Galveston County is a governmental entity which conducts its meetings in accordance with the Texas Open Meetings Act and whose certain records are available to the public under the Texas Public Information Act. In accordance with Title 5, Chapters 551 and 552 of the Texas Government Code, this Agreement is an open record under the Public Information Act and as such, will be discussed and voted upon in a public meeting. Any request made to either inspect or acquire a copy of this Agreement or the Documents produced as a result of this Agreement will not violate the terms of this Agreement.

#### SECTION VII DISPUTE RESOLUTION

If a dispute arises out of or relates to a breach of this Agreement, and if the dispute cannot be

settled through negotiation, then the Engineer and the County agree to submit the dispute to mediation. In the event the Engineer or the County desires to mediate any dispute, it shall notify the other Party in writing of the dispute desired to be mediated. If the Parties are unable to resolve their differences within ten days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the Parties mutually agree in writing to extend the time between receipt of notice and submission of mediation. The expenses of the mediator shall be shared 50 percent by the Engineer and 50 percent by the County. This requirement to seek mediation shall be a condition required before filing an action at law or in equity.

#### SECTION VIII TERMINATION

The County may terminate the Agreement with or without cause, or for convenience by giving to the Engineer at least thirty (30) calendar days' advance notice in writing. Upon receipt or delivery of such notice, the Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement showing in detail, the services performed under this Agreement to the date of termination.

The County shall then pay the Engineer promptly for that portion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under the Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed surveys, reports, designs, plans, specifications and all other documents prepared under this Agreement shall be delivered to the County Engineer when and if this agreement is terminated, but subject to the restrictions, as to their use, as set forth in Section VI.

#### SECTION IX INSURANCE

The Engineer shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.

The Engineer shall, upon request by the County, furnish certificates of insurance to the County evidencing compliance with the insurance requirements herein. Certificates shall indicate name of the Engineer, name of insurance company, policy number, and terms and limits of coverage. The Engineer shall cause its insurance companies to provide the County with at least thirty (30) days' prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. The Engineer shall obtain such insurance from such companies having a Best's rating of B+/VII or better, licensed or approved to transact business in the state in which the Services shall be performed, Texas, and shall obtain such insurance of the following types and minimum limits.

a. Workers' Compensation insurance in accordance with the Laws of the State of Texas, or state of hire/location of Services, and Employer's Liability coverage with a limit of not less than

\$500,000 each employee for Occupational Disease; \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$500,000 each accident.

b. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability, Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

\$2,000,000	general aggregate limit
1,000,000	each occurrence, combined single limit
1,000,000	aggregate Products, combined single limit
1,000,000	aggregate Personal Injury/Advertising Liability
50,000	Fire Legal Liability
5,000	Premises Medical

- c. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- d. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than \$1,000,000 each occurrence combined single limit.
- e. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.

The County and the County's agents and employees shall be added as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e". All policies written on behalf of the Engineer shall contain a waiver of subrogation in favor of the County and the County's agents and employees, with the exception of insurance required under paragraph "e". Additionally, the Contractor's commercial general liability insurance must provide any defense provided by the policy to Galveston County, its officials, employees, and agents.

#### SECTION X VENUE AND CHOICE OF LAW

This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas. Venue shall lie exclusively in a court of competent jurisdiction in Galveston County. Texas.

#### SECTION XI ADDRESS OF NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement to be mailed or delivered to Engineer shall be to the following address:

> Name: Chris Sallese, PMP Title: **Division Manager** Mailing Address: 3100 West Alabama St.

Houston, TX 77098

All notices and communications under this Agreement to be mailed or delivered to the County shall be to the following address:

Mark Henry, Galveston County Judge Galveston County Courthouse 722 Moody, 2nd Floor Galveston, Texas 77550

With a copy to:

Michael Shannon, PE, CFM, Galveston County Engineer 722 Moody, 1<sup>st</sup> Floor Galveston, Texas 77550

#### SECTION XII SECTION CAPTIONS

Each section under the contractual undertakings has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any section or in any way determine its interpretation or application.

#### SECTION XIII SUCCESSORS AND ASSIGNS

The County and the Engineer each binds itself and its successors, and assigns to the other Party of this Agreement and to the successors, and assigns of such other Party in respect to all provisions of this Agreement. Except as above, neither the County nor the Engineer shall assign, subcontract, or otherwise transfer their interest in this Agreement without the prior written consent of the other Party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto.

#### SECTION XIV ADDITIONAL TERMS

#### 14.1 PROCUREMENT REQUIREMENTS

Engineer shall comply with all applicable local, State, and Federal laws, rules, regulations, orders, and ordinances. This includes, but is not limited to, that Engineer shall comply with the Galveston County Purchasing Policies & Procedures Manual approved by Order of the Commissioners Court on March 7, 2018, including without limitation, applicable provisions within Chapter Nine of said Manual as this contract is made pursuant to a federal award.

#### 14.2 CONFLICT OF INTEREST

a. No member of the County's governing body, and no employee, officer, or agent of

the County shall participate in the selection or in the award of administration of a subcontract supported by grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when: 1.) the employee, officer, or agent, 2.) any member of his or her immediate family, 3.) his or her partner, or 4.) any organization which employs, or is about to employ any of the above; has a financial or other interest in the firm or person selected to perform the subcontract.

- b. In all cases not governed by Subsection (a) of this Section, no person specified in subsection (c) of this Section, who exercises any functions or responsibilities in connection with the planning and carrying out of the project, or who are in a position to participate in decision making process or gain inside information with regard to activities under this Agreement as Amended, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure or for (1) year thereafter.
- c. The conflict of interest provisions of Subsection (b) apply to any person who is an employee, agent, consultant, officer, elected official, or appointed official of the County or of the Contractor.

#### 14.3 AUTHORITY TO BIND

Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this Agreement and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.

#### 14.4 IMMUNITY RETAINED

The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.

#### 14.5 NO THIRD PARTY BENEFICIARY

This Agreement inures only to the benefit of Galveston County and Contractor. This Agreement does not create, is not intended to create, and shall not be deemed or construed to create, any rights or benefits in third parties.

#### 14.6 SEVERABILITY

If a provision contained in this Agreement is held invalid for any reason by a court of competent jurisdiction, the invalidity shall not affect other provisions of the Agreement that may be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

#### 14.7 VALIDITY/ENFORCABILITY

Mae Ross

If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitation, and as so modified, this Agreement shall continue in full force and effect.

This Agreement is hereby EXECUTED by the Parties hereto in triplicate (three (3)) counterparts, each of which shall constitute an original, to be effective upon full execution with the date of the Party signing last in time.

Galveston County	DE Corp.
By Mark Henry County Judge	Christophe Christopher W. Sallese  By Sallese Pate: 2022.02.23  Christopher W. Sallese Pate: 2022.02.23  16:03:14-06'00'  Division Manager
Date Signed: March 7, 2022 Date	Signed:
Attest:  Dwight D. Sullivan,  Galveston County Clerk  By Deputy	



DE Corp.

3100 West Alabama, Houston, TX 77098, P.O. BOX 22292 Houston, Texas 77227 (713) 520-9570

February 24, 2022

Michael C. Shannon, PE, CFM County Engineer Galveston County 722 Moody Avenue, 1<sup>st</sup> Floor Galveston, TX 77550

Re:

Proposal for Design, Bid, and Construction Services for ARPA – Bacliff Drainage Improvements;

Galveston County, Texas

#### Dear Michael:

DECorp. (Engineer) would like to submit this proposal for design, bid, and construction services for the ARPA—Bacliff Drainage Improvements project in Galveston County (County), Texas. We appreciate the opportunity to serve the County on this important project. Also included is an estimate of the preliminary construction cost. Certain assumptions were made during the development of this proposal. For example, full construction management and inspection was assumed with at least one (1) personnel present at the site every day. A total construction duration of 8 months was assumed. The preliminary estimate of construction cost included a contingency of 30% as we have limited information at this time. We can discuss these assumptions further and address any questions or comments you may have. The scope of services, fees and schedule are included in **Exhibit A** through **Exhibit G**. The preliminary estimate of construction cost is included in **Exhibit H**. The fees and preliminary construction cost are broken down by project components and summarized in **Table 1**.

If you have any questions or require additional information, please call me at 281-433-3505.

Sincerely,

DECorp.

Ashish Waghray, PE, CFM

Project Manager

TABLE 1: FEES AND PRELIMINARY CONSTRUCTION COSTS SUMMARY

	Project Total	Project Components		
		10th Street	15th Street	N-16 Ditch
Total cost	\$2,023,515	\$307,364	\$192,150	\$1,524,001
Design Services	\$348,795	\$52,319	\$34,880	\$261,596
Basic Services	\$197,380	\$29,607	\$19,738	\$148,035
Additional Services	\$106,285	\$15,943	\$10,629	\$79,714
Drainage Evaluation	\$45,130	\$6,770	\$4,513	\$33,848
Construction Services	\$282,180	\$42,327	\$28,218	\$211,635
Bid Phase Services	\$7,380	\$1,107	\$738	\$5,535
Construction Phase Services	\$60,240	\$9,036	\$6,024	\$45,180
Construction Management and Insp.	\$214,560	\$32,184	\$21,456	\$160,920
Preliminary Construction Cost	\$1,392,540	\$212,717	\$129,053	\$1,050,770
Contingency 30 %	\$321,355	\$49,089	\$29,781	\$242,485
Base Bid	\$1,071,185	\$163,629	\$99,271	\$808,285

# ARPA - Bacliff Drainage Improvements Galveston County, Texas Exhibit A Scope of Work

DECorp. (Engineer) has been selected by the Galveston County (County) to prepare plans, specifications, and estimate (PS&E) and perform bid phase and construction phase services (CPS) for drainage improvements in Bacliff, Texas. The PS&E will be supported by a preliminary drainage evaluation to ensure the proposed improvements will perform as expected without adversely impacting adjacent properties and residents. The project includes the following improvements: culvert replacement at 15<sup>th</sup> Street, culvert removal and low water crossing construction at 10<sup>th</sup> Street, and improvements to N-16 ditch and the drop structure/weir along the ditch. The current proposal is divided into two sections: (i) PS&E, bid phase, and CPS services and (ii) drainage evaluation in support of the PS&E. The fee to perform the above mentioned tasks is included in **Exhibit B**, and the schedule is included in **Exhibit C**. In addition to the proposal, the County has requested the Engineer to prepare a preliminary cost estimate. The preliminary construction cost is included in **Exhibit H**.

#### I. DESIGN SERVICES

#### 1. BASIC SERVICES

#### 1.1 Project Management

The project manager responsibilities shall include the following tasks:

- a) Coordinate a project kickoff meeting with Galveston County and other entities, as needed, and provide meeting minutes after the meeting.
- b) Coordinate four project progress meetings with Galveston County and other entities, as needed, following the submittal of the 30%, 60%, 90% and 100% deliverables and provide meeting minutes after the meeting.
- c) Coordinate with the surveyor, SUE consultant, geotechnical consultant and environmental consultant.
- d) Track project progress and monitor schedule and budget.
- e) Prepare and submit monthly status reports and invoices.

#### 1.2 Data Collection

DEC will collect relevant data for the project and perform a field visit. The additional tasks to be performed are presented in detail below.

- a) Prepare a request for survey, which will include survey of existing drainage structures, ditch cross sections, and a couple of finished floor elevations in the project area.
- b) Prepare request for geotechnical, environmental and SUE investigations, which will include the N-16 channel, the channel along 10<sup>th</sup> Street, and the N-16 crossing at 15<sup>th</sup> Street.
- c) Gather the utility lines locations, existing construction plans, and surveyed utilities and topography.
- d) Collect models, plans, reports, and GIS data from Galveston County, and other entities.
- e) Perform a field visit to the project site. Observe and document the existing drainage conditions, drainage patterns, culverts, pipelines, and utilities, etc.



#### 1.3 Plans, Specifications, and Estimate

The Engineer shall perform engineering services required for the preparation of the PS&E for the proposed drainage improvements. The PS&E will include the following components: culvert replacement at 15<sup>th</sup> Street, culvert removal and low water crossing construction at 10<sup>th</sup> Street, and improvements to N-16 ditch and the drop structure/weir along the ditch. The PS&E will include the following:

- a) General notes & Legend
- b) Survey control
- c) Overall Project Layout and Alignment
- d) Existing Conditions and Topographic
- e) Proposed Grading
- f) Channel Plan and Profiles
- g) Cross Sections (N-16 Channel, Weir Improvements, 10<sup>th</sup> Street Improvements, Low Water Crossings, 15<sup>th</sup> Street Culvert Improvements)
- h) Drainage and Structural Details
- i) Storm Water Pollution Prevention Plan and Details
- j) Traffic Control Plan and Details
- k) Boring Logs
- I) Quantities
- m) Cost Estimates
- n) Specifications

#### 1.4 Project Deliverables

DEC will produce and submit a full PS&E set at 30%, 60%, 90% and final (100%) levels as shown below. Drawings will be submitted on 22" x 34" sheets, or as requested by the County.

- a) Preliminary Plan Layout (Redline Design) 30% Submittal and Approval
  - Prepare preliminary design drawings. (Layout, project control, Channel plan and profile, Crossing and Weir Improvements)
  - Prepare preliminary quantities and cost estimate.
  - Perform internal review and prepare the 30% submittal
  - Submit USACE NWP application
- b) Preliminary Plan Layout 60% Submittal and Approval
  - Address 30% comments
  - Prepare 60% construction plans, cost estimate and draft specifications.
  - Perform internal review and prepare the 60% submittal
- c) Final Plan Review 90% Submittal and Approval
  - Address 60% comments
  - Prepare 90% construction plans, cost estimate and draft specifications.
  - Perform internal review and prepare the 90% submittal
  - Submit plans for signatures from utility and/or pipeline companies, other governmental agencies or municipalities.



#### d) Final Plan Approval - 100% Submittal and Approval

- Address 90% comments
- Submit Final Plans in PDF format and two hard copies, signed and sealed by a Professional Engineer.
- Submit Project manual and specifications in PDF format and two hard copies, signed and sealed by a Professional Engineer.
- Submit opinion of cost.
- Perform internal review and prepare the 100% submittal

The front-end documents for the project manual shall be provided by Galveston County, if required.

#### 2. ADDITIONAL SERVICES

#### 2.1 Surveying

The Engineer will sub-contract Weisser Engineering to perform topographic in the project area. The survey will include drainage structures, ditch cross sections, finished floor elevations at selected locations. The survey proposal is included in **Exhibit D**.

#### 2.2 Geotechnical Assessment

The Engineer will sub-contract Terracon to perform Geotechnical Investigation for the project area. The field exploration will include Five (5) geotechnical test borings to a depth of 15-ft below existing grade around the project area. The geotechnical investigations proposal is included in **Exhibit E**.

#### 2.3 Environmental Assessment

The Engineer will sub-contract Holloway Environmental to perform an environmental investigation for the project area. The primary task of environmental assessment will include jurisdictional delineation of Waters of the United States, delineation of field work, and USACE Field Verification. The full environmental assessment proposal is included in **Exhibit F**.

#### 2.4 SUE Assessment

The Engineer will sub-contract RODS Subsurface Utility Engineering (SUE) to perform the SUE services for the project area. The SUE scope will include Quality Levels D& C. Quality Levels B&A will be optional and complete upon approval from the county. The full SUE assessment proposal is included in **Exhibit G**.

#### 3. DRAINAGE EVALUATION

The Engineer will perform a preliminary drainage evaluation to evaluate the existing flow conditions along N-16 ditch and to divert additional flow across the drop structure towards West Bayshore Drive and into the bay in order to provide relief to the 10<sup>th</sup> Street ditch. The study will also ensure that the proposed improvements will perform as expected without adversely impacting adjacent properties and residents. Preliminary models will be developed to provide a basic understanding of the existing and proposed drainage conditions. The task to be performed are described below.



#### 3.1 Model Development

The Engineer will develop preliminary and coarse hydrologic and perform the following tasks to develop and analyze hydrologic and hydraulic models:

- a) Hydrology: Delineate sub-basins, evaluate hydrologic parameters and compute peak flows and hydrographs based on Atlas 14 rainfall.
- b) Hydraulics Existing Conditions
  - i. Create a coarse and basic 1D unsteady or 2D HEC-RAS model for the project area using the topographic survey and LiDAR data.
  - ii. Input drainage structures based on survey and record drawings.
  - iii. Include flows from the hydrologic model. Perform the hydraulic analysis for the 5-year, 25-year, and 100-year storm events per the County's drainage criteria manual.
- c) Hydraulics Proposed Conditions
  - i. Update the model with proposed improvements.
  - ii. Optimize the proposed N-16 ditch cross section and modifications to the drop structure/weir to provide best flood benefits.
  - iii. Evaluate hydraulic impacts, if any, of the proposed improvements. If adverse hydraulic impacts are observed, evaluate two (2) alternatives to eliminate adverse impacts.

#### 3.2 <u>Documentation and Deliverables</u>

The Engineer will prepare a letter report to document the findings of the drainage evaluation and address the County's comments on the letter report. The following tasks will be performed:

- a) Prepare letter report, exhibits, appendices, and model outputs.
- b) Address County's comments and resubmit the report for approval.
- c) Deliver models, digital and GIS data, and supporting documents.

#### II. CONSTRUCTION SERVICES

#### 1. BID PHASE SERVICES

The Engineer will coordinate with the County and assist in preparation of the bid package. The following services will be provided to assist the County with awarding bid:

- a) Attend the Pre-bid meeting
- b) Respond to bidders' questions and prepare addendums
- c) Prepare Bid Tabulation and Recommendation Letter

#### 2. CONSTRUCTION PHASE SERVICES

- a) Provide plan revisions as requested by the County.
- b) Project Close-out and Record drawings

#### 3. CONSTRUCTION MANAGEMENT AND INSPECTION

a) The Engineer will function as the County's construction manager and full-time construction inspector for the duration of the construction.



- b) Will schedule and conduct periodic construction progress meetings at a maximum interval of one per month, more frequently if required. Up to 8 meetings will be conducted.
- c) Will provide onsite construction inspection for the duration of the project for up to 8 months
- d) Will track construction quantities and provide daily observation logs of construction progress.
- e) Will review and approve for payment the contractor's monthly invoice.
- f) Will coordinate material sampling and testing with the appropriate testing companies.
- g) Will provide the County with a weekly progress report and a list of anticipated construction activities for the following week.
- h) Will notify the County of any traffic interruptions during construction.
- i) Will perform wage compliance interviews with the contractor's personnel.
- j) Terracon Consultants, Inc. will provide the services of material sampling and testing.



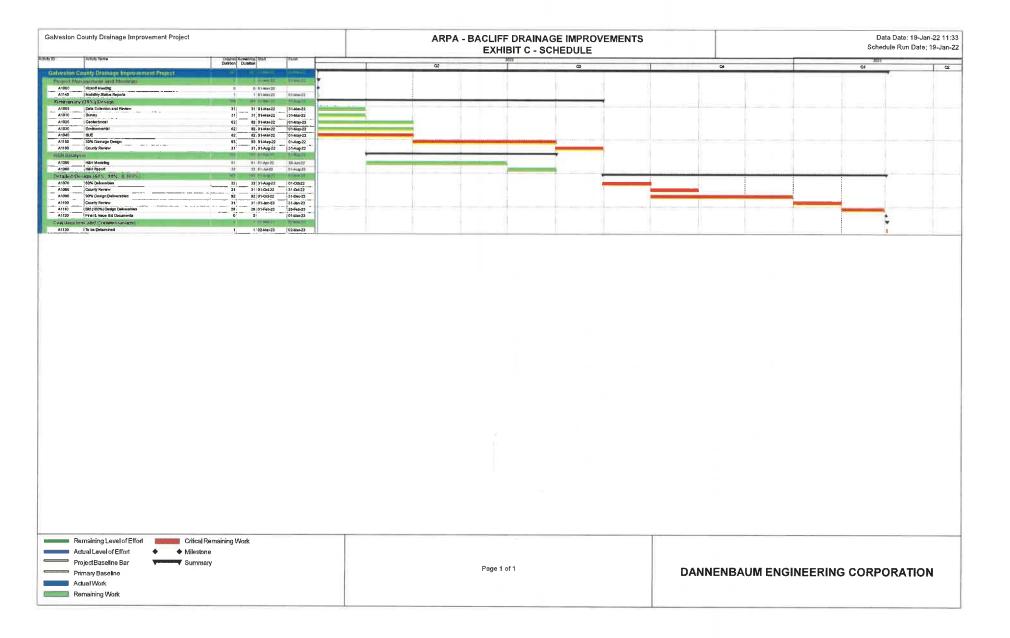
	ARP		F DRAINA STON COI BIT B - FEE	UNTY, TE	XAS	NTS				
	Sr. Project Manager	Project Manager	Engineer IV	Engineer III	CAD	Admin	Sub-Totaí	Sub-Total (By Task)	No. of Hours	% Budget
Labor Cost	\$300.00	\$200.00	\$150.00	1000	\$120.00	\$90.00	53,1		Land of the land	
TASK			LABOR (HOUR	RS)			_			
I. DESIGN SERVICES										
1.BASIC SERVICES										
Task 1.1: Project Management								\$13,350	77	4%
a. Kickoff Meeting	2	2	3	2			\$1,730		9	
b. Progress Meetings (4)	4	4	8			4	\$3,560		20	
c. Coordination With Sub Contractors	2	8		8			\$3,320		18	
d. Monthly Status Reports		12	12			6	\$4,740		30	
Task 1.2: Data Collection								\$8,460	56	296
a. Subcontractor Reports										
i. Report Requests		1		2	4		\$960		7	
ii. Review Subcontractor Reports	1	2	4	12	4		\$3,460		23	
b. Collect and review Existing Plan Data	-	2	8	4	4		\$2,640		18	
d. Field Trip		4	4				\$1,400	CHARANA	8	12000
Task 1. 3: Plans, Specifications and Estimate					50		40.000	\$115,410	856	33%
Surface Design 1- Cover Sheet & Index			2	8	60		\$8,620		70	
2- General Notes		1	1 1	1 6	4		\$770		6 12	
3- Project Legend		1	1	2			\$1,670		8	
4- Survey Control Map		1	1	1	8		\$1,110		11	
5- Project Alignment /Overall Layout(Approx. 2 Sheets)		1	1	2	5		\$1,450 \$1,230		9	
6- Existing Conditions (Approx. 4 Sheets)		1	1	2	8		\$1,230		12	
7- Clearing and Grubbing/Demolition (Approx. 4 Sheets)		1	1	2	6		\$1,350		10	
8- Grading Layout (Approx. 5 Sheets)	1	2	4	12	36		\$7,300		55	
9- Grading Point Table	1	2	4	8	12		\$3,860		27	
10- Channel Plan and Profile (Approx. 4 Sheets)	2	6	8	24	60		\$13,560		100	
11- Channel Cross Sections (Approx. 2 Sheets)	2	2	4	6	36		\$6,760		50	
12- 10th Street Low Water Crossing	2	4	4	8	42		\$8,160		60	
13 -10th Street Water Crossing Improvements	2	2	4	8	24		\$5,600		40	
14- N-16 Weir Improvements	2	2	6	8	32		\$6,860		50	
15 - 15th Culvert Improvements Plan and Profile	2	4	8	24	48		\$11,720		86	
16- Storm Sewer Inflow Laterals (Approx. 4 Sheets)	1	2	4	12	40		\$7,780		59	
17- Miscellaneous Details (Approx. 6 Sheets)	1	4	6	12	36		\$8,000		59	
18- Traffic Control (Approx. 2 Sheets)	1	4	6	12	24		\$6,560		47	
19- Traffic Controls Details		1	2	4	8		\$2,020		15	
20- SWPPP (Approx. 3 Sheets)		4	4	8	24		\$5,400		40	
21- SWPPP Details		1	2	4	8		\$2,020		15	
22- Boring Logs (Approx. 3 sheets)		1	2	4	8		\$2,020		15	

	ARP		F DRAINA STON COU BIT B - FEE	JNTY, TE	XAS	NTS				
	Sr. Project Manager	Project Manager	Engineer IV	Engineer III	CAD	Admin	Sub-Total	Sub-Total (By Task)	No. of Hours	% Budget
Labor Cost	\$300.00	\$200.00	\$150.00	\$140.00	\$120.00					The state of the s
TASK			LABOR (HOUR	(S)						
Task 1.4: Project Deliverables	المدان بالمالية					75	100	\$60,160	434	17%
30% Cost Estimate		2	2	4	8		\$2,220		16	
QAQC of (PS&E) @ 30%		2	3	4	4		\$1,890		13	
Preparation of Submittals (PS&E) @ 30%			4	8	8		\$2,680		20	
Submittal Coordination/Response		2	3	4	4		\$1,890		13	
60% Cost Estimate		2	2	4	12		\$2,700		20	
QAQC of (PS&E) @ 60%		2	8	12	18		\$5,440		40	
Preparation of Submittals (PS&E) @ 60%			4	8	8		\$2,680		20	
Submittal Coordination/Response		2	8	10	12		\$4,440		32	
90% Cost Estimate	-	2	6	12	12		\$4,420		32	
90% Specifications		2	8	20	0		\$4,400		30	
QAQC of (PS&E) @ 90%		2	8	12	18		\$5,440		40	
Preparation of Submittals (PS&E) @ 90%			4	8	8		\$2,680		20	
Submittal Coordination/Response		2	8	10	12		\$4,440		32	
100% Cost Estimate		2	4	6	4		\$2,320		16	
100% Specifications		2	8	12	0		\$3,280		22	
QAQC of (PS&E) @ 100%		2	4	6	12		\$3,280		24	
Preparation of Submittals (PS&E) @ 100% and Approval			4	8	8		\$2,680		20	
Submittal Coordination/Response		2	4	6	12		\$3,280		24	
TOTAL BASIC SERVICES								\$197,380		
ADDITIONAL SERVICES			Will Sales							
Fask 2.0: Additional Services						S. 1		\$106,285	-	30%
2.1 Surveying							\$39,985	Total Control of the		
2.2 Geotechnical							\$14,700			
2.3 Environmental										
Basic Tasks							\$13,750			
Optional Tasks (Upon County Approval							\$16,850			
2.4 SUE										
Levels D&C							\$11,250			
Levels B&A (Upon County Approval)							\$9,750			
TOTAL ADDITIONAL SERVICES								\$106,285		

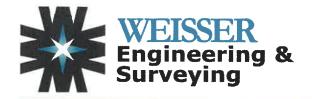
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		GALVE	STON CO	UNIY, IE	:XAS					
		EXHII	BIT B - FEI	ESTIMA	TE					
	Sr. Project Manager	Project Manager	Engineer IV	Engineer III	CAD	Admin	Sub-Total	Sub-Total (By Task)	No. of Hours	. Budget
abor Cost	\$300.00	\$200.00	\$150.00		\$120.00		S.	S B	ZI	%
TASK	φ300.00	7200.00	LABOR (HOU		\$120.00	\$30.00				
B.DRAINAGE EVALUATION			5.00011(1.100)							
Fask 3.1: Model Development								\$32.800	225	9%
a. Hydrology								133,500		390
i. Delineate drainage areas	1	1	4	8	8		\$3,180		22	
ii. Develop hydrologic parameters		1	4	8	8		\$2,880		21	
iii. Develop flows and hydrographs (3 frequencies)		1	4	12			\$2,480		17	
b. Hydraulics - Existing Conditions							¥ = /			
i. 1D HEC-RAS Setup	1	2	12	16	12		\$6,180		43	
ii. Import Existing Structures	1	1	4	16			\$3,340		22	
iii. Run the three storm events		1	8	8			\$2,520		17	
. Hydraulics - Proposed Conditions										
i. Update With Proposed Improvements		2	8	16	8		\$4,800		34	
ii. Optimize Improvements	1	2	8	16			\$4,140		27	
iii. Evaluate Hydraulic Impacts		2	8	12			\$3,280		22	
ask 3.2: Project Deliverables								\$12,330	83	496
. Letter Report										
- Text	1	2	12	6		4	\$3,700		25	
- Exhibits			2	4	16		\$2,780		22	
- Appendices		1	4	4			\$1,360		9	
o. County Review and Response										
- County Review and Approval	2	4	8	8			\$3,720		22	
. Deliver Models, Digital Data, GIS Data, and Supporting Docume	nts	1	1	3			\$770		5	J
OTAL DRAINAGE EVALUATION								\$45,130		
OTAL DESIGN SERVICES								\$348,795		100%
							1,000		100	100
. CONSTRUCTION SERVICES										
.BID PHASE SERVICES								-		
ask 1: Bid Phase Services								\$7,380	44	3%
. Attendance at Pre-Bid Meeting		2	2				\$700		4	
. Preparation of Bid Addendums	1	2	8	4			\$2,460		15	
. Bid Tabulation and Recommendation	2	5	10	8			\$4,220		25	
OTAL BID PHASE SERVICES					10'			\$7,380		

	ARPA		DRAINA TON COL IT B - FEE	INTY, TE	XAS	NTS		W.		
	Sr. Project Manager	Project Manager	Engineer IV	Engineer III	CAD	Admin	Sub-Total	Sub-Total (By Task)	No. of Hours	% Budget
Labor Cost	\$300.00	\$200.00	\$150.00	\$140.00	\$120.00	\$90.00			الشقال	
TASK			LABOR (HOURS	5)						
2.EONSTRUCTION PHASE SERVICES										
Task 2: Construction Phase Services								\$60,240	316	21%
a. Construction Meeting Attendance (8 meetings)	24		24			8	\$11,520		56	
b. Walk through Inspections (Substantial / Final)		8	8				\$2,800		16	
c. Response to RFIs.	2	8	24		20	8	\$8,920		62	
d. Response to Submittals.	2	8	24		20	8	\$8,920		62	
d. Plan Revisions (As Needed)	4	24			48		\$11,760		76	
e. Project Close-out and Record Drawings	4	24			80	8	\$16,320		116	
TOTAL CONSTRUCTION PHASE SERVICES								\$60,240		
										A
3.BONSTRUCTION MANAGEMENT AND INSPECTION	المجسوسا									
Task 3: Construction Management and Inspection					Division in the	100		\$214,560	1440	76%
a. Construction Inspection	48				1280		\$168,000		1328	
b. Construction Meeting Attendance (8 meetings)					24		\$2,880		24	
c. Review Contractor Pay Applications	8		8		16	8	\$6,240		40	
d. Coordinate Material sampling and testing	2		4		12		\$2,640		18	
e. Wage Compliance verification	2	12			12	4	\$4,800		30	
f. Mileage to Construction Site (ODC)							\$15,000			
f. Material Sampling and Testing - Terracon (ODC)							\$15,000			
TOTAL CONSTRUCTION MANAGEMENT AND INSPECTION								\$214,560		
							Total S		- 5, 165E	
TOTAL CONSTRUCTION SERVICES							تيب الايب	\$282,180		100%
TOTAL DESIGN AND CONSTRUCTION SERVICES								\$630,975		

By Project			C	onstruction			
Area	De	Design Services		Services	Subtotal		
10th Street	\$	52,319.00	\$	42,327.00	\$	94,646.00	
15th Street	\$	34,880.00	\$	28,218.00	\$	63,098.00	
N-16 Ditch	\$	261,596.00	\$	211,635.00	\$	473,231.00	
Total	\$	348,795.00	\$	282,180.00	\$	630,975.00	



## Exhibit D - Survey Scope and Fee



TBPLS Reg. No. 10194324 TBPE Reg. No. F-68

#### PROPOSAL AGREEMENT FOR PROFESSIONAL SERVICES

Effective Date: January 17, 2022

Ashish Waghray
DE Corporation
3100 West Alabama Street
Houston, TX 77098
713-527-6345
Ashish.waghray@decorp.com

Proposal for Professional Services in Connection With: Galveston County Bacliff Improvements Project

Weisser Engineering & Surveying is pleased to submit this proposal and terms of service (together, the "Agreement") to DE Corporation (the "Client").

#### I. SCOPE OF SERVICES

Weisser Engineering & Surveying will provide the following services ("Services") to Client:

# A. 10<sup>th</sup> Street Crossing Limits

Survey Limits begin approx. 100 feet north of the existing 10<sup>th</sup> Street Culvert and proceed south to approx. 50 feet south of the existing low water crossing. Also includes Limited TOPO at the intersection of the Channel and Chase Park Drive. (Limits shown on attached Aerial Image)

- 1) Provide a recoverable baseline with TBM's on-site. TBM's shall be tied to the Texas State Plane Coordinate System, South Central Zone (NAD 83) and NAVD 88.
- 2) Deed and Easement research will be performed to establish Right-of-way and Property lines for the Survey Limits.
- 3) Topographic Survey will include, but not limited to, Cross-Sections obtained at 100-foot intervals throughout Survey Limits, location and elevation of drainage structures, improvements (pavement, fences, etc.), above ground visible utilities with rim and flowline elevations, tops, toes, and flowlines of ditches and swales, water surface elevation, and size and flowline elevations of any pipes or culverts outfalling into the channel.
- 4) Limited Topographic Survey at the intersection of the Channel and Chase Park Drive will include Horizontal and Vertical location of culverts, wingwalls, headwalls, guardrails, drainage structures, centerline of street, and edges of pavement.
- 5) Prepare a continuous map of the field data in AutoCAD format showing topographic and cross-section data, baseline geometry, monumentation, all temporary benchmarks, and the project benchmarks.
- 6) Final submittal shall consist of an AutoCAD file, Signed and Sealed PDF's (24"x36"), and CSV point file.

#### B. 15th Street Crossing Limits

Survey Limits begin at the intersection of 15<sup>th</sup> Street and the existing ditch, then proceed approx. 100 feet northeast (DS) and southwest (US) along the existing ditch and approx. 100 feet northwest and southeast along 15<sup>th</sup> Street. (Limits shown on attached Aerial Image)

1) Provide a recoverable baseline with TBM's on-site. TBM's shall be tied to the Texas State Plane Coordinate System, South Central Zone (NAD 83) and NAVD 88.

- Deed and Easement research will be performed to establish Right-of-way and Property lines for the Survey Limits.
- 3) Topographic Survey will include, but not limited to, Cross-Sections obtained 100-foot Upstream and Downstream and at the Flowline of the Culverts at the Crossing, location and elevation of drainage structures, improvements (pavement, fences, etc.), above ground visible utilities with rim and flowline elevations, tops, toes, and flowlines of ditches and swales, water surface elevation, and size and flowline elevations of any pipes or culverts outfalling into the channel.
- 4) Prepare a continuous map of the field data in AutoCAD format showing topographic and cross-section data, baseline geometry, monumentation, all temporary benchmarks, and the project benchmarks
- 5) Final submittal shall consist of an AutoCAD file, Signed and Sealed PDF's (24"x36"), and CSV point file.

#### C. N-16 Ditch Limits

Survey Limits begin 100 feet southwest of the intersection of Ditch N-16 and 10<sup>th</sup> Street and proceed northeast along Ditch N-16 approx. 5,000 feet to the existing Outfall to Galveston Bay. Includes the Crossing of N-16 and 10<sup>th</sup> Street, the Dirt Road/Easement Crossing approx. 100 feet Downstream of the intersection of N-16 and 10<sup>th</sup> Street, and 1 cross section of the existing channel approx. half way between 10<sup>th</sup> Street and 15<sup>th</sup> Street. (Limits shown on attached Aerial Image)

- 1) Provide a recoverable baseline with TBM's on-site. TBM's shall be tied to the Texas State Plane Coordinate System, South Central Zone (NAD 83) and NAVD 88.
- Prepare and submit Survey Control Maps, in an acceptable format, signed and sealed by a Registered Professional Land Surveyor.
- Deed and Easement research will be performed to establish Right-of-way and Property lines for the Survey Limits.
- 4) Topographic Survey from beginning of the Survey Limits to the existing Weir/Drop Structure (approx. 3,100 feet, will include, but not limited to, Cross-Sections obtained at 200-foot intervals throughout Survey Limits, location and elevation of drainage structures, improvements (pavement, fences, etc.), above ground visible utilities with rim and flowline elevations, tops, toes, and flowlines of ditches and swales, water surface elevation, and size and flowline elevations of any pipes or culverts outfalling into the channel.
- 5) Limited Topographic Survey from existing Weir/Drop Structure to Outfall at Galveston Bay will include 4 evenly spaced Cross-section between the Weir and FM 646, location and elevation of culvert crossing at FM 646, one cross-section evenly spaced between FM 646 and Galveston Bay, Finished Floor Elevations of the two houses, one on each side of the channel, between FM 646 and Galveston Bay, and location and elevation of Outfall at Galveston Bay.

TOTAL COST: \$39,985.00 (non-taxable)

The Client will provide the following:

Site access

### II. TERMS AND CONDITIONS

- 1. This Agreement may only be modified by a writing acknowledging agreement of modification by both parties.
- 2. The Responsible Party signing this Agreement agrees to be fully responsible for the timely and complete payment for Services within thirty (30) days of invoicing. Any requests for modification of

- this provision must be signed by an officer or department director of Weisser Engineering & Surveying.
- 3. Weisser Engineering & Surveying is an independent contractor. Nothing in this Agreement forms a partnership, joint venture, employment, franchise, master-servant, or agency relationship between Client and Weisser Engineering & Surveying.
- 4. WEINSER ENGINEERING & SURVEYING SHALL ONLY BE LIABLE FOR DAMAGE OR LOSS TO ANY PERSON OR PROPERTY TO THE EXTENT SUCH DAMAGE OR LOSS IS CAUSED BY WEISSER ENGINEERING & SURVEYING'S NEGLIGENT ACT OR OMISSION IN CONNECTION WITH THE SERVICES. WEISSER ENGINEERING & SURVEYING'S LIABILITY TO CLIENT OR ANY OTHER PARTY FOR CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT OR TORT OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL NOT EXCEED THE COMPENSATION PAID OR OWED TO WEISSER ENGINEERING & SURVEYING FOR SERVICES UNDER THIS AGREEMENT.
- 5. Client shall not solicit Weisser Engineering & Surveying employees or purposes of employment during the course of the Agreement or for a period of twelve (12) months thereafter. Client acknowledges and agrees that breach of this provision may result in irreparable and continuing damage to Weisser Engineering & Surveying, for which there yould be no adequate remedy at law, and that, in the event of such breach, Weisser Engineering & Surveying may be entitled to equitable or injunctive relief and/or a decree for specific performance, in addition to all such other and further relief as may be available at law, in equity, or otherwise.
- 6. Upon request, Weisser Engineering & Surveying may make electronic files of its CAD drawings available to Client on an "as is" basis for informational purposes only that may not be relied upon for any other purpose. ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO ELECTRONIC FILES ARE DISC AIMED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCIA NTABILITY AND FITNESS FOR A PARTICULAR USE. Since revisions or additions to design file drawings may occur at any time, Client agrees to indemnify, defend and hold harmless Weisser Engineering & Surveying, its officers, directors, agents, shareholders, and employees from and against any and all claims, suits, losses, damages or costs, including reasonable at orney's fees, arising from the use of outdated or amended design file drawings by Client or any third party, and such indemnification shall survive acceptance of said file(s) by Client or the termination of this Agreement. Client promises to notify any third party that the third party may not reasonably rely on electronic files, drawings, or documents not directly provided to such third party by Weisser Engineering & Surveying.
- 7. This Agreement shall be deemed entered into in Texas and shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, without reference to any rules of conflict of laws. Venue shall be in Houston, Harris County, Texas.
- 8. In the event that any one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
- 9. This Agreement may be executed by facsimile or scanned and electronically transferred signatures. A copy of this Agreement bearing such a signature or signatures shall have the same force and effect as an original agreement with inked original signatures. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, scan, facsimile) is considered an original.
- 10. Client's failure to sign and return this Agreement to Weisser Engineering & Surveying within fifteen (15) days of Effective Date renders the Agreement voidable by Weisser Engineering & Surveying.
- 11. Notwithstanding anything to the contrary in this Agreement or any other ancillary document. Weisser Engineering & Surveying shall not be responsible for delays caused by factors beyond Weisse Engineering & Surveying's reasonable control, including but not limited to delays because of strikes, lo kouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server utages, acts of nature, widespread infectious disease outbreaks (including, but not limited to

epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Weisse Engineering & Surveying's services or work product, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond Weisser Engineering & Surveying's reasonable control occur, Client agrees that Weisser Engineering & Surveying shall not be responsible for damages, nor shall Weisser Engineering & Surveying be deemed in default of this Agreement or any other agreement.

We appreciate the opportunity to provide this proposal. If you have any questions or comments, please do not hesitate to contact John Harvill, RPLS (<a href="mailto:jharvill@weissereng.com">jharvill@weissereng.com</a>).

The Client, by signing below, represents that he or she has the authority to enter into the Agreement, agrees to the terms and conditions in this Agreement, is willing to be the Responsible Party, promises to pay the invoiced amount within thirty (30) days of invoicing, and authorizes Weisser Engineering & Surveying to proceed with the Services as described above.

CLIENT DE Corporation	WEISSER ENGINEERING & SURVEYING
Ву:	Ву:
Printed Name:	Printed Name: Walter P. Sass
Title:	Title: <u>Principal</u>
Date of Acceptance:	







	Α	В	T c	D I	F	F	G	н			К		М	N	0	D	0	D	T
3		_	-			-			DEC		- "								1 3
4									January 17, 20	22					-				
5									Bacliff										
6								Culvert (	Crossings and I	Ditch N-16									
7								Ga	Iveston County	, TX									
8																			
9			Sr Project				_			_									
	Task Description	Principal	Manager	Survey/Project	Project	ClvII / Design		Engineering	Survey Tech	Records	CADD	CADD	Field Crew	3-Person	2-Person	Clerical	HSE	Total reimbursables	Project Cost
10			RPLS	Manager	Supervisor	Engineer	Engineer (PE)	Technician		Research	Designer	Operator	Coordinator	Survey Crew	Survey Crew		Compliance	from below	Including
.,	Hourly Rate	\$195.00	\$155.00	\$140.00	\$130,00	\$145.00	\$155.00	\$105.00	\$105,00	\$80.00	\$95.00	\$90.00	\$100.00	\$165.00	\$140.00	\$60.00	\$135.00		Reimbursable
11							_			_									Expenses
13	% of Cost	0%	10%	0%	0%	0%	0%	0%	16%	6% -	0%	19%	3%	45%	0%	1%	0%		
14	10th Street Cost		4.0						12.0	8.0		20.0	3.0	25,0		2.0			1
15		\$0.00	\$620.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,260.00	\$640.00	\$0.00	\$1,800.00	\$300.00	\$4,125.00	\$0.00	\$120.00	\$0.00	\$0.00	\$8,865.00
16	15th Street Cost		2.0						6.0	4.0		8.0	2.0	14,0		2.0			
17		\$0.00	\$310.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$630.00	\$320.00	\$0.00	\$720.00	\$200.00	\$2,310.00	\$0.00	\$120.00	\$0.00	\$0.00	\$4,610.00
18	Ditch N-16 Cost		20.0	1					44.0	16.0		56.0	8.0	70.0		2.0			
19	Dollar amounts for Area 3	\$0.00	\$3,100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,620.00	\$1,280.00	\$0.00	\$5,040.00	\$800.00	\$11,550.00	\$0.00	\$120.00	\$0.00	\$0.00	\$26,510.00
	Separate Items																		
				1														ALC:	
20	Dollar amounts for SEPARATE ITEMS	\$0.00	\$0.00	\$0,00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	50.00
21	Donal amounts for SEPARATE HEMS	90.00	ψ0,00	\$0.00	φυ.σσ	φυ.υυ	90.00	90.00	80.00	90.00	30.00	40.00	φυ,υυ	Φυ,υυ	\$0.00	\$0,00	\$0.00	\$0.00	\$0.00
22	Reimbursables																		
23	TOTAL ESTIMATED COST	\$0,00	\$4,030,00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,510.00	\$2,240.00	\$0.00	\$7,560.00	\$1,300.00	\$17,985,00	\$0.00	\$360.00	\$0.00	\$0.00	\$39,985.00
24	Total hours		26.00	0.00	0.00	0.00	0.00	0.00	62.00	28.00	0.00	84.00	Ţ.,J500.00	109.00	0.00	6.00	0.00	23,00	Section 200

# Exhibit E - Geotechnical Scope and Fee

January 19, 2022



DEC, Inc. 3100 W. Alabama Houston, Texas 77098

Attn: Mr. Ashish Waghray, P.E., CFM

Re: Cost Estimate for Geotechnical Engineering Services

Bacliff Drainage Improvements 10th Street and 15th Street

Bacliff, Texas

Terracon Document No. P91225002.Revision1

Dear Mr. Waghray:

Terracon understands we have been selected based on qualifications to submit this document to DEC, Inc. to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to this document.

Exhibit A Project Understanding
Exhibit B Scope of Services

Exhibit C Compensation and Project Schedule

Exhibit D Site Location

Exhibit E Anticipate Exploration Plan

Our base fee to perform the scope of services described in this document using all-terrain vehicle (ATV) mounted drilling equipment is \$29,700. See Exhibit C for consideration of additional services.

We understand the client will authorize our services by issuing a "Contract for Professional Engineering Services". This contract will be reviewed by our legal department prior to commencement of work.

Sincerely,

Terracon Consultants, Inc.

(Texas Registration No. F-3272)

Ruofan Chu, P.E.

Project Manager

For: Bobbie Sue Hood, P.E.

Patrick M. Beecher

Principal

Terracon Consultants, Inc. 551 League City Parkway, Suite F League City, Texas 77573 P [281] 557 2900 F [281] 557 2990 terracon.com

Bacliff Drainage Improvements Bacliff, Texas

January 19, 2022 Terracon Document No. P91225002.Revision1



# **EXHIBIT A - PROJECT UNDERSTANDING**

Our scope of work is based on information obtained from email correspondence with the client. Aspects of the project that are undefined or assumed are highlighted as shown below. We request the design team provide input to verify this information prior to our initiation of field exploration activities.

#### Site Location

Item	Description
Site location	The project site is located along the existing drainage areas along 10th Street and 15th Street in Bacliff, Texas.
Existing improvements and site access	Existing drainage features are located within the right-of-ways. We expect the site and exploration locations remain accessible with our ATV-mounted drilling equipment during normal business hours at the time of authorization.

## **Planned Construction**

Item	Description						
	<ul> <li>Approximately 3,800 linear feet of drainage channel is planned to be deepened to a maximum depth of 8 feet (N-16 ditch). The sideslopes of the canals are planned to be either 4H:1V or 5H:1V.</li> <li>Replacement of the 15th Street culvert.</li> </ul>						
Proposed improvements	Removal and replacement of existing crossing at 10 <sup>th</sup> Street - erosion recommendations, bedding recommendations for new low water crossing, rehabilitation of existing low water crossing, and articulated blocks.						

We understand the improvements are planned to be designed and constructed in general accordance with Harris County Flood Control District (HCFCD) guidelines.

Bacliff Drainage Improvements Bacliff, Texas

January 19, 2022 Terracon Document No. P91225002.Revision1



## **EXHIBIT B - SCOPE OF SERVICES**

Our proposed scope of services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

## **Field Exploration**

The field exploration program is planned to consist of the following:

Number of Borings	Planned Boring Depth (feet)	Planned Location		
6	15	East of 10 <sup>th</sup> Street		
2	15	Along 10 <sup>th</sup> Street		
1	15	15 <sup>th</sup> Street		

The total drilling footage is planned to be 135 feet.

**Boring Layout and Elevations:** We understand that the client will layout and provide survey information for the proposed locations.

**Subsurface Exploration Procedures:** We advance soil borings with ATV-mounted drilling equipment using continuous flight auger and wash rotary drilling methods. Seven samples are obtained to termination depth of 15 feet. Soil sampling is typically performed using open-tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

Property Disturbance: We will backfill borings with auger cuttings upon completion. Our services do not include repair of the site beyond backfilling our borings. Excess auger cuttings are dispersed in the general vicinity of the borings. Because backfill material often settles below the surface after a period, we recommend borings be checked periodically and backfilled, if necessary. We can provide this service or grout the holes for additional fees, at your request.

Bacliff Drainage Improvements Bacliff, Texas

January 19, 2022 Terracon Document No. P91225002.Revision1



## **Laboratory Testing**

The project engineer will review field data and assign laboratory tests. Based on our understanding of the project, assigned tests may include the following.

- Moisture content
- Unit weight
- Atterberg limits
- Percent finer than No. 200 Sieve
- Unconfined compressive strength
- Crumb tests
- Double hydrometer tests

Our laboratory testing program includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

### Safety

Terracon is currently not aware of any environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our scope of services does not include any level of environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings into the subsurface, therefore Terracon complies with local regulations to request a utility location service through Texas 811. We consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with the additional services are not included in our current Scope of Services and will be forwarded to our client for approval prior to initiating, if requested. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.





Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

**Site Access:** By acceptance of this estimate, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the scope of services.

## **Engineering and Project Delivery**

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning Estimate information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization Findings of the site exploration
- Geotechnical Engineering Recommendations and geotechnical engineering report

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.





When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

The geotechnical engineering report will provide the following:

- Site plan and exploration plan;
- Computer generated boring logs with field and laboratory data;
- Stratification based on visual soil classification;
- Groundwater levels observed in borings during drilling and at 5-minute intervals for 15 minutes; and
- Drainage improvement construction considerations:
  - Slope stability analysis up to three cases (a case is defined as one cross section with one soil profile),
  - Temporary groundwater control and excavation considerations,
  - Erosion control, and
  - Bedding requirements for culvert replacement.

Bacliff Drainage Improvements Bacliff, Texas

January 19, 2022 Terracon Document No. P91225002.Revision1



## **EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE**

### Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A and our planned scope of services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$14,700
Materials Testing	\$15,000
Total:	\$29,700

We understand the client is asking for a fee for materials testing. At this time, construction details and specification are not available, and we can only offer a preliminary estimate of \$15,000, based on the scope of the geotechnical investigation.

We request an opportunity to review and revisit our estimate once the project construction documents are available.

Our scope of services does not include services associated with surveying of boring locations, special equipment for wet ground conditions, or repair of damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our scope of services.

Additional consultation (such as attendance on a project conference call, engineering analysis, review of project documents, etc.) requested will be performed on a time-and-materials basis. The fee to provide additional consultation services will be in excess of the above provided fee to complete the geotechnical services and will not be incurred without prior approval of the client.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this document. If conditions are encountered that require scope of work revisions and/or result in higher fees, we will contact you for approval, prior to initiating these services. A supplemental document stating the modified scope of services as well as its effect on our fee will be prepared. We will not proceed without your authorization, as evidenced by your signature on the Supplemental Agreement for Services form.

## **Project Schedule**

We developed a schedule to complete the scope of services, based upon our existing availability and understanding of your project schedule. However, this does not account for any delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of

Bacliff Drainage Improvements Bacliff, Texas

January 19, 2022 Terracon Document No. P91225002.Revision1



permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

GeoReport Stage	Posting Date from Notice to Proceed 12
Project Planning	5 working days from Notice to Proceed
Site Characterization	15 working days from completion of field work
Geotechnical Engineering	20 working days from completion of field work

- Upon receipt of your notice to proceed we will activate the schedule component of our GeoReport website with specific, anticipated working dates for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
- We will maintain a current calendar of activities within our GeoReport website. In the event of a
  need to modify the schedule, the schedule will be updated to maintain a current awareness of
  our plans for delivery.

## **EXHIBIT D - SITE LOCATION**

Bacliff Drainage Improvements Bacliff, Texas

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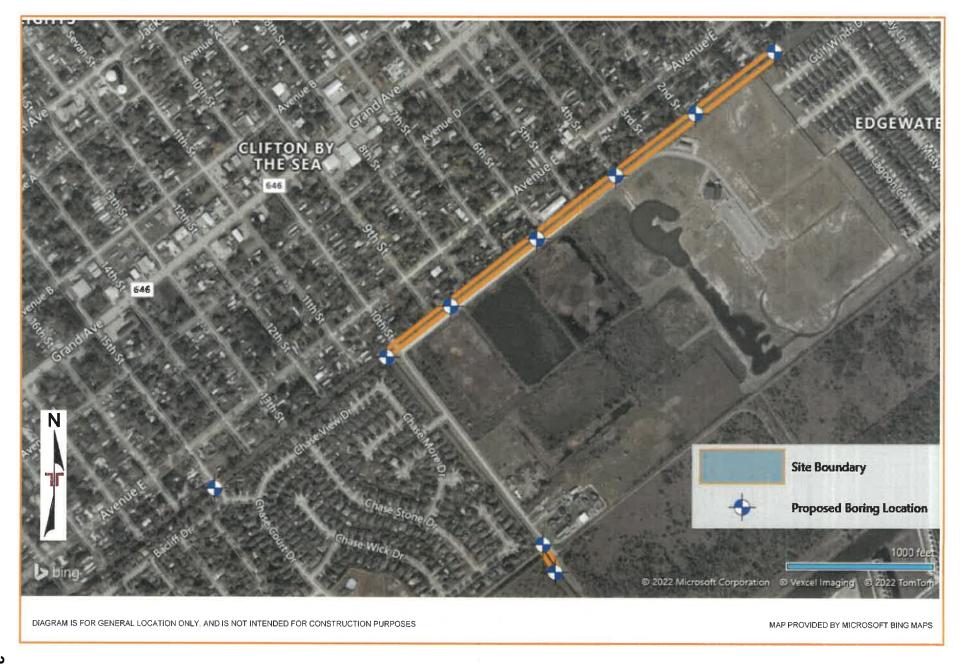


#### **EXHIBIT E - ANTICIPATED EXPLORATION PLAN**

Bacliff Drainage Improvements Bacliff, Texas

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## **Exhibit F - Environmental Scope and Fee**



January 17, 2022

Mr. Ashish Waghray Project Manager DEC Engineering Excellence 3100 West Alabama Street Houston, Texas 77098

RE: Environmental Services Proposal Bacliff Drainage Improvements Galveston County, Texas

Dear Mr. Waghray:

Thank you for allowing Hollaway Environmental + Communications Services, Inc. (Hollaway) the privilege of submitting a proposal to DEC (Client), on behalf of Galveston County, for Environmental Services for the Bacliff Improvements Project (project) located in Galveston County, Texas (Project Area). The project involves drainage improvements including culvert replacements. The Project Area is approximately 5.50 acres, measuring approximately 4,100 linear feet. This Scope of Work is based on a virtual scoping meeting with the Client on January 6, 2022. Hollaway proposes to begin with collecting data to support a jurisdictional determination. That will determine if the optional tasks will be needed. If it is determined that jurisdictional waters will be impacted and a permit is required, the tasks described as optional below would be required to comply with the Clean Water Act.

This letter constitutes our proposed scope and lump sum cost for the project and includes the following tasks:

#### **Basic Tasks**

- 1.0 Jurisdictional Delineation of Waters of the United States (WOTUS), Including Wetlands
  - 1.1 Delineation Fieldwork and Reporting
  - 1.2 U.S. Army Corps of Engineers (USACE) Field Verification

#### **Optional Tasks**

- Listed Threatened and Endangered (T&E) Species Habitat Assessment
- 3.0 Cultural Resource Desktop Survey
- 4.0 Clean Water Act (CWA) Permitting

## SCOPE OF WORK

#### **Basic Tasks**

## Task 1.0 – Jurisdictional Delineation of Waters of the United States, Including Wetlands

In order to determine if any potentially jurisdictional WOTUS exist on the Project Area, Hollaway will delineate the boundaries of all aquatic features and determine their potential jurisdictional status through records and literature review, intensive field surveys, and coordination with the USACE and the Environmental Protection Agency (EPA).

### Task 1.1 - Delineation Fieldwork and Reporting

All wetlands will be delineated in accordance with the procedures mandated in the USACE 1987 Wetland Delineation Manual (Manual) and November 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain (Version 2.0). The Ordinary High Water Mark (OHWM) of all waterbodies will be delineated in accordance with standard procedures set forth by the USACE. The delineation will adhere to industry standards utilized on similar projects in similar areas by qualified wetland scientists. All boundaries shall be surveyed with sub-meter Global Positioning System (GPS) technologies that are consistent with the methodologies generally accepted by the USACE. Should the Client require a registered survey of the delineated areas to be performed by a licensed surveyor, this survey must be contracted separately under an additional cost proposal.

Hollaway will draft a WOTUS Delineation Report. The report will include a discussion of the natural resources found on the Project Area, including vegetation, hydrology, and soils, along with the results of the field investigation for jurisdictional wetlands and waters. The report will include:

- Wetland determination data sheets
  - Project Area map indicating the size and location of wetlands based on GPS measurements
  - Approved Jurisdictional Determination (AJD) forms
  - Minimum of 10 Project Area photographs
  - Vicinity map
  - FEMA 100-year floodplain map
  - United States Geological Survey (USGS) topographic maps
  - Natural Resources Conservation Service (NRCS) soils map
  - · Historical aerial photographs
  - Infrared imagery
  - Map with United States Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI) and USGS National Hydrography Dataset (NHD)
  - Light Detection and Ranging (LiDAR) map
  - Table listing physical characteristics of all waterbodies, including length of feature, width of OHWM,
     width of high bank to high bank, substrate composition, water flow direction, and permanence

Following Client review, Hollaway will submit the report to Galveston County. Once all comments are addressed, Hollaway will submit the report to the USACE for review and jurisdictional determination.

#### Task 1.2 - USACE Field Verification

The USACE and/or EPA will verify the boundaries of those areas delineated that may be within their jurisdiction utilizing the draft Jurisdictional Delineation Report. This verification may be conducted from their offices (desk audit) or performed in the field at the proposed Project Area. Hollaway assumes that the verification will consist of a field inspection for this project.

Hollaway will accompany a USACE representative in the field during the verification process. It is assumed that one USACE verification meeting will be required that will last no longer than one nine-hour day. Additional verification meetings can be performed at additional cost through a separate cost proposal.

### **Optional Tasks**

#### Task 2.0 – Listed Threatened and Endangered (T&E) Species Habitat Assessment

A Memorandum of Agreement (MOA) between USFWS, EPA, and National Marine Fisheries Service (NMFS) requires an assessment of potential affect to state and federally listed species protected under the Endangered Species Act (ESA), Migratory Bird Treaty Act (MBTA) and the Clean Water Act (CWA). To comply with federal and state regulations and to support the USACE permitting process, Hollaway will conduct a T&E species habitat assessment.

Qualified Hollaway biologists will review publicly available information from state and federal agencies to determine which state or federally listed species, or suitable habitat for these species could be present on the Project Area. As part of this task, Hollaway will review the following information:

- A Texas Parks and Wildlife Department (TPWD) Natural Diversity Database (NDD) and literature review to determine the state and federally listed species that potentially occur on or adjacent to the Project Area
- Review of species lists for Galveston County available through the USFWS and the TPWD
- Database search of USFWS Information Planning and Consultation (IPaC) Trust Resources Report
- 50 CFR 10.13 for USFWS's region specific list of birds protected by the MBTA
- USGS topographic maps
- Aerial photographs
- NRCS soil survey data for Galveston County

Qualified Hollaway biologists will perform meandering pedestrian surveys to verify the presence or absence of suitable habitat for state or federally listed T&E species on or adjacent to the Project Area. Habitat types and current land use will be documented. The report will also provide recommendations for Best Management Practices (BMPs), as needed.

#### Task 3.0 – Cultural Resources Desktop Survey

Hollaway will work with a qualified archeologist to conduct a desktop cultural and historical resources review of the proposed Project Area. The goals of the desktop review will be to gather all available information regarding previously conducted cultural resources surveys, previously documented cultural resources including archaeological sites, cemeteries, and above-ground historical resources, and identify

the potential for these resources to affect the current development, and determine management recommendations to satisfy all applicable federal or state cultural resource laws.

The desktop review will begin with a background archaeological literature and records search of the proposed Project Area. Other critical factors that will be examined include the level of previous ground disturbances, types of soils, and any obvious standing structures that appear on USGS topographic maps. Once the records review is complete, a report will be prepared detailing the findings of the desktop review. The report will document the methodology used in the investigations, the presence and condition of any previously recorded sites and/or surveys revealed in the literature review and provide estimates on the level of future archeological work, if any, that may be necessary to satisfy potentially applicable federal or state cultural resource laws.

A draft of the report will be provided to the Client and Galveston County for review and approval, followed by a final report incorporating comments and suggestions, as appropriate. Comments from Galveston County will be incorporated into the Final Report. The archeologists will submit the Final Report to the Texas Historical Commission (THC) for concurrence electronically via eTrac.

### Task 4.0 - Clean Water Act Permitting

Based on the results of **Task 1.0**, CWA permitting may be required. The type of permit required is determined by the type of activity. For example, a Nationwide Permit (NWP) 3 is for maintenance activities. Culvert replacements may fall under this category. The planned drainage improvements may qualify for a NWP 13 for bank stabilization. Hollaway will meet with the Client and conduct a review of the proposed plans to determine which NWP is best suited for the proposed project.

The USACE determines the level of required permitting by calculating impacts by acres, cubic yards (CY) per running foot, and/or linear feet, see **Table 1**. Based on a preliminary review of the project, Hollaway assumes that the project will fit a NWP with Preconstruction Notification (PCN) and that a Standard Permit (SP) would not be required. If it is determined that the proposed impacts will exceed the NWP thresholds, Hollaway can provide a revised cost estimate for the completion of a SP at that time.

Table 1: USACE Permitting Thresholds and Estimated Timeframes

USACE Permit	Acres of Impact Threshold	Estimated Timeframe*	
NWP	Up to 0.5 acre of non-tidal waters	6-8 months	
	Up to 0.3 acre of tidal waters		
SP	If NWP thresholds are exceeded	12-18 months	

<sup>\*</sup>This is an estimate of the permitting timeline and cannot be guaranteed. Time frames are dependent on USACE staffing and schedules.

The PCN will include information needed to quantify impacts to WOTUS, including wetlands (if applicable). The report developed in **Task 1.0** will be submitted with the PCN, along with permit drawings and exhibits depicting the proposed project (engineering drawings provided by the Client). It is also assumed that Hollaway will receive pertinent engineering information from the Client including BMPs, cut/fill calculations, detailed design drawings, and associated structures that may require evaluation and permitting and that the Client will provide these drawings in GIS or a compatible format that is georeferenced before a draft PCN will be written. Hollaway will also prepare and submit a Texas Commission on Environmental Quality (TCEQ) Tier I Checklist to obtain TCEQ 401 certification, if required. Consistency with the Coastal

Management Program will also be required. Hollaway will prepare this form with project specific information provided by the client. Several forms in this package will require a signature from the designated Applicant. The client will identify who the preferred Applicant will be.

The PCN will include a brief narrative on potential threatened and endangered species and cultural resources. These analyses are included in this proposal as **Task 2.0** and **Task 3.0**, respectively.

## LUMP SUM COST PROPOSAL

The following are lump sum costs for each task described above in the Scope of Work.

Task	Basic Tasks Cost	Optional Tasks Cost	Initials for Authorization	Date
Basic Tasks				
1.0 – Jurisdictional Delineation of WOTUS, Including Wetlands	_	_		
1.1 – Delineation Field Work and Reporting	\$11,550.00	_		
1.2 – USACE Field Verification	\$2,200.00			
Optional Tasks				
3.0 - Listed T&E Species Habitat Assessment	_	\$5,950.00		
4.0 - Cultural Resources Desktop Survey*	_	\$2,800.00	8	
5.0 - CWA Permitting	_	\$8,100.00		
TOTAL	\$13,750.00	\$16,850.00	YVETERIFIE	

<sup>\*</sup>Qualified subcontractors will be used for these tasks

#### **DELIVERABLES**

A draft copy of all reports will be provided electronically to the Client for review. Upon incorporating and addressing Client comments, a draft report will be submitted to Galveston County for comment. After addressing all comments, a final draft will be sent electronically to both the Client and Galveston County. Hardcopies can be provided upon request.

#### **ASSUMPTIONS**

This proposal presents the normal elements of environmental work that are typically required to complete this type of project. No project task will be performed without the prior approval of the Client and only those costs associated with each task will be billed. Hollaway makes the following assumptions regarding this proposal:

- Hollaway will be granted right-of-entry to the Project Area prior to beginning fieldwork.
- Hollaway will be provided shapefiles and/or KMZ files of the Project Area that are georeferenced in a mutually agreeable electronic format prior to completing fieldwork.

- Should the project designs be revised during or after fieldwork is complete, a change order will be required to reassess any new impacts and incorporate findings into the reports.
- It is assumed that this proposed project will not require a registered survey of the delineated areas to be performed by a licensed surveyor.
- Hollaway will conduct field survey(s) during reasonable working hours, daylight hours, and only during safe weather conditions.
- Hollaway assumes only one (1) field mobilization will be required.
- Hollaway assumes one (1) meeting will be required for USACE Field Verification. If additional meetings
  and agency coordination are required, this work can be accomplished at additional cost per the attached
  2022 Hollaway Standard Billing Rate Schedule.

Items not included within this proposal:

- o Phase II ESA
- Archaeology Pedestrian Survey
- National Environmental Policy Act (NEPA) documentation
- o Public Involvement or Outreach

All items not included in this proposal can be performed, if required, through a separate cost proposal.

## **SCHEDULE**

Hollaway can begin the work outlined above within two (2) weeks of receipt of the finalized survey boundaries and Notice to Proceed. It is anticipated that these tasks would be completed within sixteen (16) weeks of receipt of Notice to Proceed. The USACE Field Verification is subject to USACE workload and manpower.

If you approve Hollaway to proceed with the services outlined in this proposal, please sign and return an executed copy of this entire document to Hollaway indicating which tasks are initially authorized. Additional signed proposals indicating additional authorized tasks can be submitted at a later date.

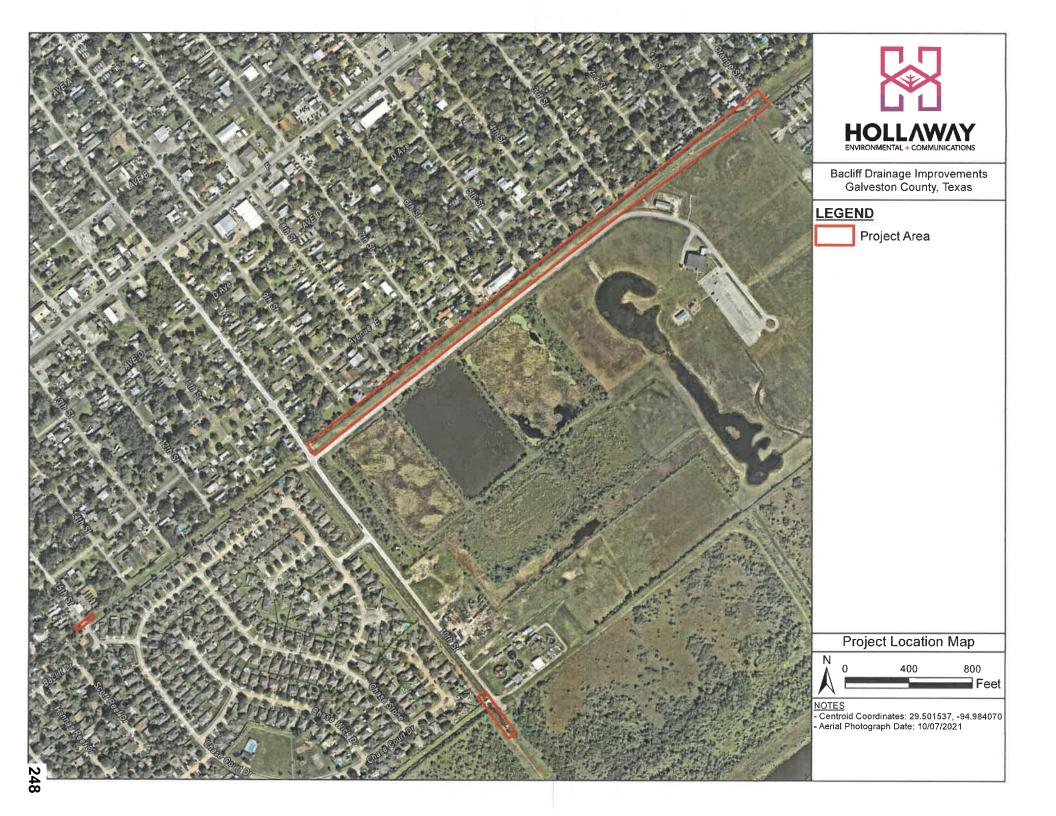
Thank you for allowing Hollaway to submit a cost proposal in support of this very important project. If you have any questions or concerns, please contact me at jenny@hollawayenv.com-or (713) 868-1043.

Sincerely,	Approved and Accepted by:
July an	Client Signature
Senior Environmental Scientist	Printed Name
Enclosures:	Date
Client-provided map of Project Area	

Hollaway Project Location Map

2022 Hollaway Standard Billing Rates







# **Standard Billing Rate Schedule**

**Environmental Regulatory Compliance, Communications, and General Services:** 

'itle	Hourly Rate
Project Management	
Senior Principal	\$ 225.00
Managing Principal	\$ 205.00
Project Director	\$ 180.00
Senior Project Manager	\$ 160.00
Project Manager	\$ 140.00
Environmental	
Environmental Technical Expert	\$ 140.00
Senior Environmental Planner/Scientist	\$ 130.00
Environmental Planner/Scientist	\$ 115.00
Associate Environmental Planner/Scientist	\$ 100.00
Assistant Environmental Planner/Scientist	\$ 90.00
Environmental Technician	\$ 75.00
Communications	
Communications Technical Expert	\$ 140.00
Senior Communications Specialist	\$ 130.00
Communications Specialist	\$ 115.00
Associate Communication Specialist	\$ 100.00
Assistant Communication Specialist	\$ 90.00
Communications Technician	\$ 75.00
GIS Support	A THE LAW THE PARTY OF
Senior GIS Specialist	\$ 130.00
GIS Specialist	\$ 115.00
Associate GIS Specialist	\$ 100.00
Assistant GIS Specialist	\$ 90.00
GIS Technician	\$ 75.00
Graphic Support	
Creative Director	\$ 140.00
Senior Graphic Designer	\$ 130.00
Graphic Designer	\$ 100.00
Assistant Graphic Designer	\$ 75.00
Economics	
Senior Economist	\$ 225.00
Additional Support Services	
Technical Editor	\$ 150.00
Account Manager	\$ 125.00
Associate Account Manager	\$ 90.00
Clerical	\$ 65.00

# **Direct Costs, Travel, and Equipment**

Item Unit Price

tem	Unit Price
Printing and Mailing	
Photocopies (Color 8.5x11 / 11x17)	\$1.00 / \$1.50/ ea.
Photocopies (Black and White 8.5x11 / 11x17)	\$0.15 / \$0.20/ ea.
Postage	Standard Rates
Equipment	AT DE REAL PROPERTY.
Drone	\$1,500/ day
Boat and Motor (including trailer), plus direct fuel cost	\$1,400/ day
ATV (including trailer)	\$200/ day
Global Positioning System (Trimble GeoXT)	\$140/ day
Vehicle Milage	\$0.585/ mi. Or
	current IRS 2022
	Standard
	Mileage rates
Audio/Video Equipment	
Video camera (video + audio recordings)	\$300/ day
PA (full system with microphone)	\$100/ day
Projector/ Screen	\$75/ day
Digital camera (photographs)	\$75/ day
Projector	\$50/ day
Microphone only	\$50/ day
Speakers only	\$50/ day
Pop-up screen only	\$35/ day
Digital monitor + Multimedia players	\$25/ day

2500 SUMMER STREET, SUITE 1130 + HOUSTON, TEXAS 77007 + 713.868.1043 + WWW.HOLLAWAYENV.COM

## Exhibit G - SUE Scope and Fee



January 17, 2022

Ashish Waghray, P.E. DE Corp. 3100 West Alabama St. Houston, Texas 77098 Email: ashish.waghray@decorp.com

Phone: 281-433-3505

RE: Proposal for Quality Level D & C SUE

with Optional/Additional Quality Level B SUE Designation & Quality Level A SUE Testholes

Galveston County ARP Drainage Improvements

Dear Mr. Waghray:

We are pleased to submit the following proposal for the above referenced project.

## Scope & Limits

We understand the scope of work to consist of providing Quality Levels D & C SUE with Quality Levels B & A as Optional/Additional Services per ASCE Standard 38-02. This includes:

- SUE Quality Level D involves preliminary site visit, research to determine utility owners, contacting the utility companies to request the existing utility records, and drawing the information obtained into a utility base map.
- SUE Quality Level C involves correlating the Quality Level D information obtained from existing utility record investigation with the visible surface features obtained from a topographic survey performed by Weisser Surveying. Limitations of a C&D investigation include utilities that have been sold or abandoned with no record or surface features.
- Utility Conflict Table & Utility Contact List will be developed per Galveston County Engineering Department standards.
- Optional/Additional Services SUE Quality Level B involves the designation, recording, and marking the horizontal location of the existing utility facilities using non-destructive surface geophysical techniques, per APWA color standards. When data is reliable, cover shots indicating top of utility will be included at every 100 feet. Limitations of designation include signal bleed over due to congested utilities or utilities made of non-conductive material such as PVC or concrete. Where designation is not effective, probing will be attempted. Probing utilizes a metal probe to pierce the ground in attempt to contact the utility and can give an approximate depth of cover. however the utility cannot be visually verified. QLB SUE and probing are to be performed in a limited capacity only on this project in order to assist in locating the QLA SUE testholes.
- Optional/Additional Services Quality Level A test holes will be excavated via nondestructive vacuum excavation. In order to perform the field work, the following will also be completed: contact Texas One Call agency to notify of digging intent and perform on-site field inspection and designate the desired utility to determine exact location. Air-vacuum excavation will be utilized to determine orientation, size, depth, material and condition of the intended utility. The testholes will then be surveyed in by RODS Surveying using survey control provided by Weisser Surveying. Signed and sealed Test Hole Data Sheets will be produced for the excavated locations, depicting top, side and plan views, and detailing survey information as well as size. material and depth of utilities found.

Note that 3 testholes were estimated for this project due to where the 16" abandoned Praxair pipeline, shown from the Texas Railroad Commission in Appendix D, and the Bacliff MUD waterline, assumed to be located north of the N-16 Ditch, could potentially conflict with the proposed ditches and culvert removal.

#### **Project Location**

The project consists of three locations, including the 15<sup>th</sup> St culvert, the N-16 Ditch and the 10<sup>th</sup> St outfall in Bacliff, Texas, as shown on the project vicinity map in Attachment C.

## <u>Schedule</u>

Record Research will commence upon notice to proceed and will take approximately 4 weeks depending on the response from the utility companies.

If the Optional/Additional services are selected, RODS SUE will submit an 811 One Call upon notice to proceed and then SUE fieldwork will begin 48 hours after the One Call has been submitted, in accordance with 811 policies, and deliverables will be submitted within 7 business days of completed fieldwork and survey. All field work is dependent on the ability of RODS SUE being able to access the project location. Weather and soil conditions may inhibit our access to the project and cause delays. Right-of-Entry is the responsibility of DE Corp and will be supplied to RODS SUE before field work commences.

### Deliverable

- Digital CADD file in Auto CAD format in 1:1 model space suitable for 1-inch = 20-feet drawings with call outs showing the SUE Quality Levels D, C differentiated by symbology.
- Utility Conflict Table & Contact List
- Optional/Additional Services Signed and sealed Quality Level A Test Hole Data Sheets for excavated locations.
- Optional/Additional Services The CADD file will be updated to include the SUE Quality Level B
  information, differentiated by symbology, and the SUE Quality Level A Test Hole locations with
  summarized utility information.

# Subsurface Utility Engineering Estimated Cost

This project will be billed on a specified rate and unit cost basis, not to exceed the total shown below. See Attachment B: Estimated Fees for additional information.

Total for SUE Quality Levels D & C Services: \$ 11,250.00

Optional/Additional Services – SUE Quality Level B & Probing Services: \$ 3,000.00

Optional/Additional Services – SUE Quality Level A Test Holes: \$ 6,750.00

Should you have any questions or require additional information, please feel free to contact me. We look forward to working with you on this project.

Sincerely,	DE Corp.
Hilda S. Obregón Lease. P.E. President RODS Subsurface Utility Engineering	Approved By: Title: Date:
	Signature

# ATTACHMENT B - FEE SCHEDULE GALVESTON COUNTY - ARP DRAINAGE IMPROVEMENTS SUE QUALITY LEVELS D, C, B & A

PRIME PROVIDER NAME: DE Corp.

SUBCONSULTANT NAME: RODS Subsurface Utility Engineering, Inc.

January 17, 2022

TASK DESCRIPTION	SUE PROJECT MANAGER	SUE SUPPORT ENGINEER	SUE GRADUATE ENGINEER	SUE ENGINEERING TECHNICIAN	3-PERSON DESIGNATION CREW	TOTAL LABOR HOURS & COSTS
SUE Quality Levels D & C Services					0 1 6 1 1	
QLD - One Call, Site Visit & Records Research	1	2	12	16		\$3,160
2. Creation of QLC&D CADD Utility Base Map		4	16	20		\$4,280
Utility Conflict Table & Utility Contact List	2	4	12	16		\$3,810
HOUR SUBTOTALS	2	10	40	52	0	104
LABOR RATE PER HOUR	\$175.00	\$150,00	\$105.00	\$100.00	\$225.00	
TOTAL LABOR COSTS	\$350,00	\$1,500.00	\$4,200.00	\$5,200.00	\$0.00	\$11,250.00
SUBTOTAL OF LABOR FOR QL D & C SERVICES						\$11,250.00
Optional/Additional Services: SUE Quality Level B Designation & Probing					Ti strik	
SUE QLB Field Designation & Probing in support of QLA Testholes (Does not include survey)		2	1		12	\$3,000
HOUR SUBTOTALS	0	2	0	0	12	14
LABOR RATE PER HOUR	\$175.00	\$150.00	\$105.00	\$100.00	\$225.00	
TOTAL LABOR COSTS	\$0.00	\$300.00	\$0.00	\$0.00	\$2,700.00	\$3,000.00
SUBTOTAL OF OPTIONAL/ADDITIONAL QL B SUE & PROBING SERVICES						\$3,000.00
Optional/Additional Services: SUE Quality Level A Services	ALL STREET	10 70 - 10				
Non-Destructive Test Holes (per vertical depth)		Rate	Unit	Estimated		
0.00-4,99 FT.		\$1,400.00	each			\$0.00
5.00-7.99 FT.		\$1,650.00	each	2		\$3,300.00
8.00-12.99 FT.		\$1,950.00	each	1		\$1,950.00
13.00-19.99 FT.		\$2,400.00	each			\$0.00
> 20.00 FT. (Per vertical foot deeper than 20 ft in addition to the 13-19.99 ft rate)		\$205.00	Vertical Feet	0		\$0.00
Coring and Pavement Replacement		\$255,00	Each	0		\$0.00
Traffic Control Devices (Per Day As Needed)		\$1,500.00	day	1		\$1,500.00
SUBTOTAL OPTIONAL/ADDITIONAL QUALITY LEVEL A TESTHOLES						\$6,750.00

Notes:

Project to be invoiced on a specified rate & unit cost basis not to exceed total shown above.

3 # of testholes \$2,250.00 Price Per Testhole

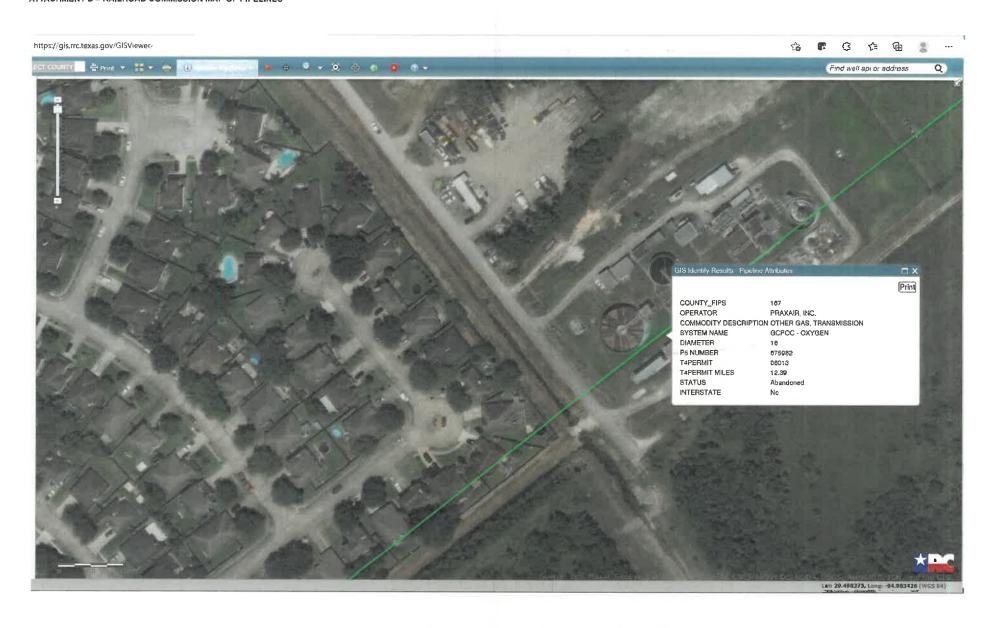
- 2. Right-of-Entry is the responsibility of DE Corp. and will be supplied to RODS SUE before fieldwork commences.
- 3. Testholes will be invoiced according to the depth actually excavated.
- 4. Test hole unit cost includes excavation, survey, CADD and engineering of test hole data sheet.
- 5. Testholes will be attempted at the top center of the utility.
- 6. Excavation to be performed via non-destructive excavation.
- 7. If needed, lane closure permits will be coordinated with Galveston County. We assume that any permit fees will be waived as this is a Galveston County project.
- 8. Survey of QLA testholes to be performed by RODS Surveying using survey control provided by Weisser Surveying. QLA survey costs are included in the testhole rates.







#### ATTACHMENT D - RAILROAD COMMISSION MAP OF PIPELINES



1

# **Exhibit H - Preliminary Estimate of Construction Cost**

		ARPA - BACLIFF DRAINAGE IMF GALVESTON COUNTY, 1 EXHIBIT H - PRELIMNARY CONST	EXAS					
					T	FC Engi	nee	rs Estimate
BID ITEM NO.	SOURCE	DESCRIPTION	UNIT	QUANTITY	$\top$	Price		Total
SECTION 1	- DEMOLITION QU	ANTITIES	<i></i>		-			
1	HCFCD (2200-07)	SITE PREPARATION & RESTORATION, INCLUDING CARE AND CONTROL OF WATER	LS	1	\$	40,000	\$	40,000
2	TxDOT (01046031)	Weir Notch Removal (used headwall removal) estimated at 32' length 2' width and 4' tall)	CY	10	\$	500	\$	5,000
3	TxDOT (01056021	REMOVE STAB BASE AND ASPH PAV (0-4"	SY	257	S	18	\$	4,626
4	TxDOT (05426001)	REMOVE METAL BEAM GUARD FENCE	LF	83	\$	25	\$	2,075
5	HCFCD (2233-01)	Clearing and grubbing	AC	3	\$	5,505	\$	15,414
6	HCFCD (2120-11)	Rem. & Dis, of Concrete Rubble	CY	153	\$	24	\$	3,672
7		GUARDRAIL END TREATMENT (REMOVE)	EA	4	\$	269	\$	1,077
8		REMOVE & DISPOSE OF ALL PIPE (10th &15th)	LF	161	\$	15	\$	2,415
0		AL SECTION 1 - DEMOLITION QUANTITIES (Bid		101	1 3	13	\$	
SECTION 2	- PROPOSED ITEM		tens 1 - oj:		1		3	74,279
9	HCFCD (Detail)	Back Slope Inlets	EA	4	ŀ	4,000	\$	16,000
10	HCFCD (2928-02)	HYDROMULCH TURF GRASS SEEDING	SY	13,359	\$	1	\$	13,359
11	HCFCD (2378-23)	RIPRAP GRADATION NO. 2	SY	319	\$	95	\$	30,305
12		CULVERT MODIFICATION	LS	15,000	\$	1	\$	15,000
13	HCFCD (2120-20)	Excavation & off-site disposal	CY	23,248	\$	25	\$	581,200
14	TXDOT	4'x2' RCB	LF	120	\$	300	S	36,000
15	HCFCD (2840-02)	METAL BEAM GUARD FENCE TURNDOWNS	EA	4	\$	1,375	\$	5,500
16	HCFCD (2840-01)	METAL BEAM GUARD FENCE	LF	83	\$	35	\$	2,905
17	TxDOT (0466005)	Headwalls (CH-FW-0) (dia = 24IN)	EA	2	\$	9,000	\$	18,000
18	TxDOT (02606007)	COMPLTETE ROADWAY (LIME TRT (NEW BASE) (6"), PLANE ASPH CONC PAV (1.5"), and CEMENT TREAT (NEW BASE) (8"))	SY	257	\$	40	\$	10,280
19	TxDOT (40145001)	Articulated Block	SF	11,772	\$	9	\$	105,948
20		8" Channel Lining	SY	240	\$	110	\$	26,400
		OTAL SECTION 2 - PROPOSED ITEMS (Bid Items	9-20 ):		1_		\$	860,897
	- IRAFFIC CONTRO	L AND MISCELLANEOUS			1.			
21		BARRICADES, SIGNS AND TRAFFIC HANDLING	LS	1	\$	5	\$	20,000
22		SWPPP	LS	1	\$	1	\$	15,000
23		UTILITY RELOCATION MOBILIZATION (5%)	L5 LS	1	\$	1	\$	50,000
24	SUBTOTAL S	ECTION 3 - TRAFFIC CONTROL AND MISCELLAN			13	1	\$	\$136,00
					Т			
ECTION 1	DEMOLITION QUA	ANTITIES (ITEMS 1-9)						\$74,279
ECTION 2-	PROPOSED QUAN	IES (ITEMS 10-20) \$86		\$860,897				
		L AND MISCELLANEOUS QUANTITIES (ITEMS 2	l-24)					\$136,009
TOTAL BAS	E BID (Sections 1 t	hrough 3)						\$1,071,18
				CONTINGE	NC	(30%)		\$321,35
						<b>TOT</b> :		
						TOTAL	-	\$1,392,54

Prices by location				
10th Street	\$	137,228		
15th Street	\$	81,671		
N-16 Ditch	\$	676,278		
All Locations	\$	176,009		
Total	\$	1,071,185		
Contingency - 30%	\$	321,355		
Total	\$	1,392,540		









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

\*34.

# **Contract Approval Request Form**

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

Date of Request: 7/18/2025
 Contract Type: Expense
 Renewal Contract: No

4) Department Name: Engineering

5) Department Contact: Michael Shannon6) Description: Jackson Road Sewer Extension

7) PEID No: 7028178) Req No: B2210019) Orgkey: 190100

10) Object Code: 5700000

11) Vendor: IDS Engineering Group

12) Vendor Contract No:

### **Expenditure Budget/Revenue Projections**

13) Fund Name: ARPA Project Accounts

14) Fund #: 2901

15) Current Year Budgeted: \$2,206,505.95 16) Current Year Projected: \$265,416.00

17) Year 2: 18) Year 3: 19) Year 4: 20) Year 5:

21) Totals: \$265,416.00

### To Be Completed by Purchasing Department

22) Contract Start Date: 2/7/2022 23) Auto Renewal Contract: No

24) Bid No: B221001

**25) Contract End Date:** 12/31/2025

26) Contract # Issued by Purchasing Department: CM21411

**NOTES:** HB1295 on file - Amendment #2

Seq #	Approver	Action	Action Date
1	Michael Shannon	Approve	7/21/25 11:19 am
2	Melissa Fleming	Approve	7/22/25 8:19 am
3	Veronica Van Horn	Approve	7/28/25 10:32 am
4	Diana Huallpa	Approve	7/28/25 5:45 pm
5	Sergio Cruz	Approve	7/29/25 8:47 am
6	Veronica Van Horn	Approve	7/29/25 11:23 am



# **GALVESTON COUNTY ENGINEERING DEPARTMENT**

Amendment No. 2

Engineering Services for Jackson Ave Paving & Drainage Improvements from 9th St to 14th St

Owner: Galveston County Contract Number: CM21411
Consultant: IDS Engineering Group Purchase Order Number: F205029

## **Work Being Changed**

Construction Observation & Material Testing for Closeout

Printed Name

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIME		
Original Contract Price:	\$265,416.00	Original Contract Time:	N/A	Days
Net Change From Previous Amendments:	\$9,600.00	Net Change From Previous Amendments:	N/A	Days
Contract Price Prior To this Amendment:	\$275,016.00	Contract Time Prior To this Amendment:	N/A	Days
Net Increase/Decrease of this Amendment:	<u>\$8,900.00</u>	Net Increase/Decrease of this Amendment:	N/A	Days
Contract Price With All Approved Amendments:	\$283,916.00	Contract Time With All Approved Amendments:	N/A	Days
RECOMMENDED:  By: County Engineer  APPROVED: County Of Galveston		Date: 7-16-2025		
By: Mark Henry, County Judge		Date:		
,, - , , - , - , - , - , - , - , - , -		Attest: Dwight Sullivan, County Clerk		
ACCEPTED: Consultant: IDS Engineering Group				
ву:		Date: 07-15-2025		
Travis Sellers				



May 28, 2025

Mr. Michael Shannon, P.E. Galveston County Engineering Department 722 Moody, 1<sup>st</sup> Floor Galveston, Texas 77550

Reference: Proposal for Additional Services for Jackson Avenue Paving and Drainage Improvements

from 9th Street to north of 14th Street

IDS Project No: 1306-009-00

Dear Mr. Shannon:

In response to our earlier conversation regarding additional funding for project management, observation, and material testing I wanted to provide you with an update on the project and budget status. Construction of the project is complete.

The budget for management, observation, and material testing was expended in March 2025. Our efforts to date have included conducting a final walkthrough, payment of the final material testing invoicing, coordinating with the contractor on a final change order and processing of their final pay estimates. To provide compensation for these final efforts we request additional funding of \$8,900.

Construction management, Observation and Material Testing \$8,900.00 Hourly

Total Basic Services \$8,900.00 (Hourly)

Hourly fee services will be invoiced monthly based on effort expended and billed per the Rate Schedule in our original agreement.

We appreciate the opportunity to present this proposal to Galveston County. If you need additional information in support of this proposal, please contact us at 713.462.3178.

Respectfully submitted,

Travis S. Sellers, P.E. Senior Vice President

\\idseg\fs\Projects\1300\130600900 Jackson Ave Paving\_Drainage Imp - Phase II\PM\010 Proposal\Jackson Avenue Paving and Drainage Ph II Add Services Proposal 05-28-2025.docx



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

\*35.

Consideration of authorizing the County Judge to execute utility easements with Bolivar Peninsula Special Utility District for waterlines at the High Island Shelter submitted by Platting & Right-of-Way

Seq#	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/30/25 9:51 am



P. O. Box 1398

Crystal Beach, Texas 77650

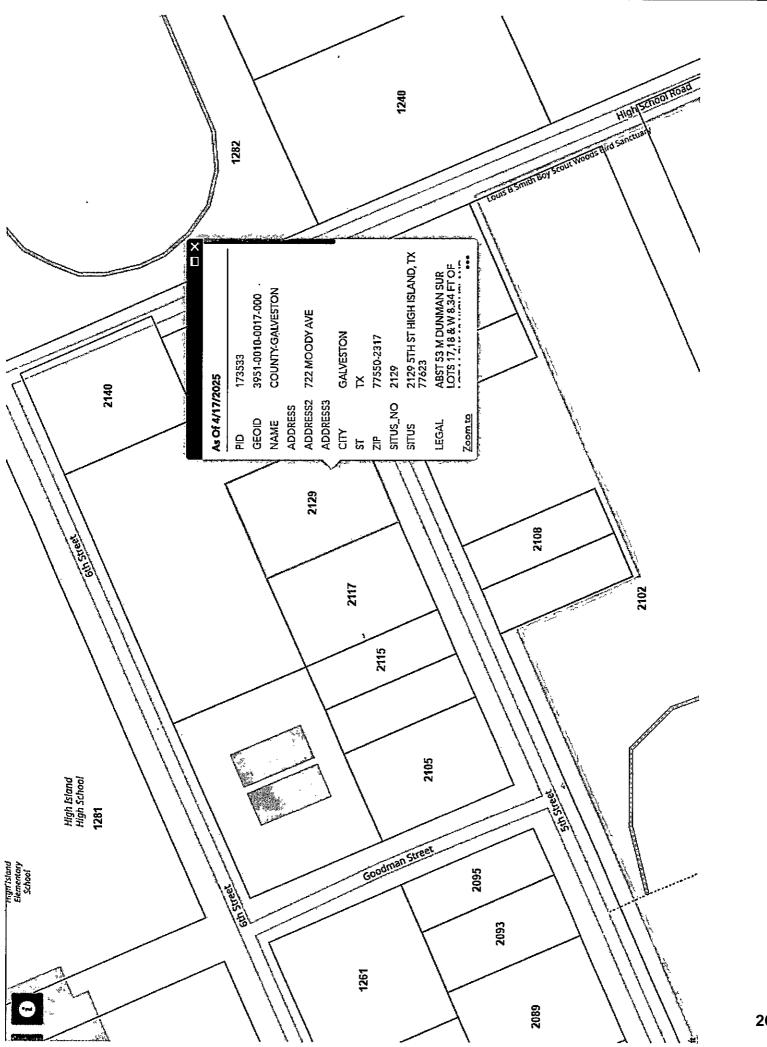
409.684.3515

P.O. Box 1398 1840 Hwy 87 Crystal Beach, TX 77650

### **UTILITY EASEMENT**

The State of Texas §		
§ County of Galveston §		
County of Galveston		
whether one person or more), for and in consideration of hand paid by the <b>Bolivar Peninsula Special Utility Dist</b> and sufficiency of which is hereby acknowledged and corright-of-way and easement (the "Easement") with the right service facilities and improvements on, under, over and a LOTS 17,18 & W 8.34 FT OF LOT 16 BLK 10 HIGH ISLAND SUB #1 AKA TRACT 17-A Volume or Instrument in (the "Property").  Grantor agrees that upon construction of water and/or	rict (the "District"), 1840 Highway 87, Crystal Beach flessed, have GRANTED, SOLD and CONVEYED to to construct, install, lay, operate, maintain and reparcoss the real property described as, Galveston County, Texas, according to the map umber	luable consideration in I, Texas 77650, the receipt to the District, a perpetual, air water and/or sewer thereof as recorded in Galveston County, Texas
be fifteen (15') feet, seven and one-half ( $7\frac{1}{2}$ ') feet on each and/or sewer service lines located within the Easement. It possible interference with Grantor's existing improvement any damage to the Property of Grantor, Grantor's successystem improvements or related facilities.	ch side of the center line of any utility system improver District shall place utility system improvements so as its. The consideration hereinabove recited shall consists sors and assigns, by reason of construction and ma	ements including water s to create the least stitute payment in full for intenance of the utility
District shall have the exclusive right to locate utility segress and ingress across the Property and shall be perr Easement hereby conveyed.		
This Easement together with all of its provisions shall successors and assigns. The Grantor(s) covenant that the		enefit of the District, its
TO HAVE AND TO HOLD the above described easen wise belonging, unto the District, its successors and assigned administrators to WARRANT AND FOREVER DEFE against every person whomsoever lawfully claiming or to This Easement does not convey any interest of Grant produced from the Property, and the District, its successor mineral lease or the royalty there from by reason of this E	gns forever; and Grantor does hereby bind Grantor, ND all and singular the easement to the District, its claim the said or any part thereof. or in any of the oil, gas or other minerals, in, on, und ors and assigns, shall never participate in any of the Easement.	Grantor's heirs, executors successors and assigns, er or to or that may be
SIGNED thisday of	, 20	
GRANTOR(S) Address of Grantor: 722 Moody		
Galveston, TX 77550	Signature	
Garveston, TA 77550	Mark Henry, County Judge Print Name	
Telephone: (_409) _ 770-5399		
тетернопе. ()	Signature	_
	Print Name	
STATE OF TEXAS Print Name COUNTY OF GALVESTON This instrument was acknowledged before me on the	day of, 20,	
	Ву	
AFTER RECORDING, RETURN TO: Bolivar Peninsula Special Utility District	Notary Public, State of Texas	







P. O. Box 1398

Crystal Beach, Texas 77650

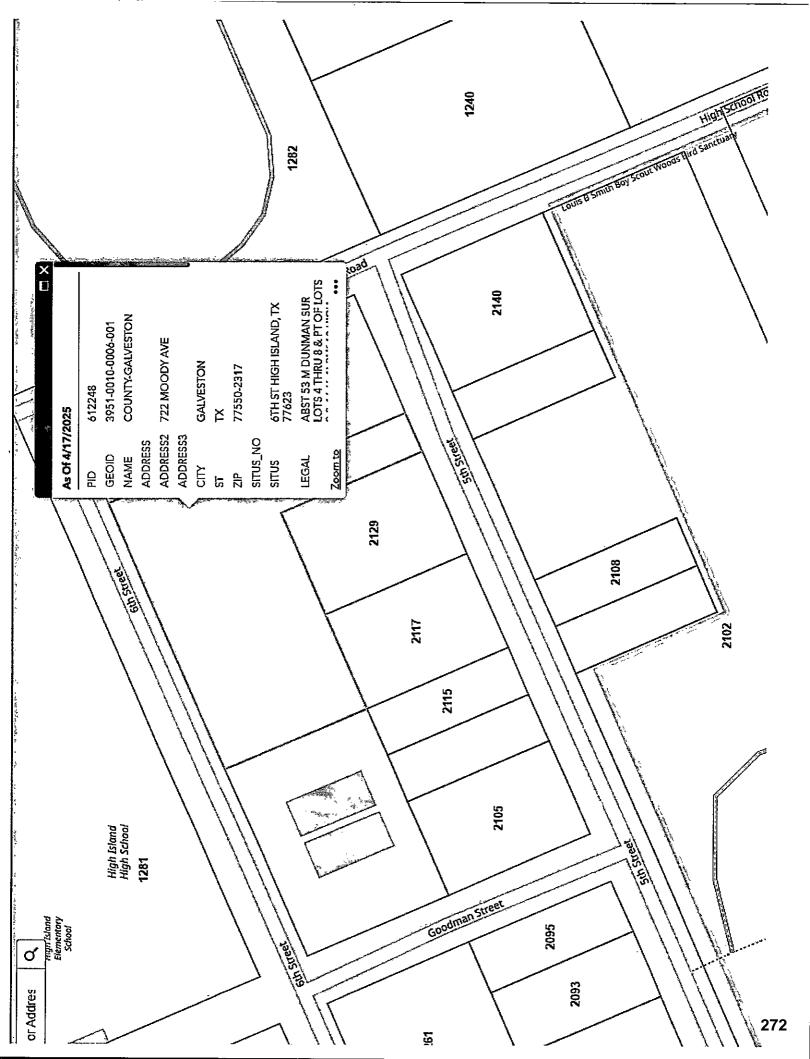
409.684.3515

P.O. Box 1398 1840 Hwy 87 Crystal Beach, TX 77650

### **UTILITY EASEMENT**

The State of Texas §		
§ County of Galveston §		
whether one person or more), for and in consideration of Chand paid by the <b>Bolivar Peninsula Special Utility Distri</b> and sufficiency of which is hereby acknowledged and confright-of-way and easement (the "Easement") with the right service facilities and improvements on, under, over and actions 4-8 & PT OF LOTS 3 & 16 (6-1) BLK 10 HIGH ISLAND SUB #1 AKA TRACT 6-A Volume, Page or Instrument nu (the "Property").  Grantor agrees that upon construction of water and/or se fifteen (15') feet, seven and one-half (7½') feet on each and/or sewer service lines located within the Easement. Do possible interference with Grantor's existing improvements any damage to the Property of Grantor, Grantor's success system improvements or related facilities.  District shall have the exclusive right to locate utility systegress and ingress across the Property and shall be perm Easement hereby conveyed.	, Galveston County, Texas, according to the map thereof as rember2016029973 of the Map Records of Galveston Consanitary sewer service system facilities or improvements, the earlies of the center line of any utility system improvements inclusistrict shall place utility system improvements so as to create the strict shall constitute payments and assigns, by reason of construction and maintenance of stem improvements on, under and across the Property. District sitted to remove or trim any tree, bush or shrub infringing into or	deration in 50, the receipt a perpetual, dor sewer ecorded in bunty, Texas asement shall ding water e least ent in full for the utility shall have over the
	constitute a covenant running with the land for the benefit of the by are the owners of the Property.	District, its
wise belonging, unto the District, its successors and assign and administrators to WARRANT AND FOREVER DEFEN against every person whomsoever lawfully claiming or to a This Easement does not convey any interest of Granto produced from the Property, and the District, its successor mineral lease or the royalty there from by reason of this East	r in any of the oil, gas or other minerals, in, on, under or to or thes and assigns, shall never participate in any of the proceeds of asement.	eirs, executors and assigns, at may be
SIGNED thisday of	, 20	
GRANTOR(S) Address of Grantor: 722 Moody		
C. 1	Signature	
Galveston, TX 77550	Mark Henry, County Judge Print Name	
Telephone: (409) 770-5399	Signature	
CTATE OF TEXAS Drint Name	Print Name	
STATE OF TEXAS Print Name COUNTY OF GALVESTON This instrument was acknowledged before me on the		
	Ву	
AFTER RECORDING, RETURN TO: Bolivar Peninsula Special Utility District	Notary Public, State of Texas	







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

\*36.

Request for ratification of denial of request for waiver or refund of penalty and interest as recommended by Penalty & Interest Review Committee submitted by the Tax Assessor/Collector

Seq#	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/29/25 3:56 pm



# Cheryl E. Johnson, PCC, CTOP

## Assessor and Collector of Taxes County of Galveston

722 Moody Avenue, Galveston, Texas 77550 Toll Free (877) 766-2284 Fax: (409) 766-2479 Email: galcotax@co.galveston.tx.us



July 17, 2025

Mark Henry Galveston County Judge 722 Moody Galveston, Texas 77550

RE: Request for Ratification of Denial of Requests for Waiver or Refund of Penalty and Interest as Recommended by Penalty & Interest Review Committee

#### Dear Judge Henry:

The Penalty & Interest Review Committee met on June 10, 2025 and, based on a review of all available information, denied the following requests for waiver or refund of penalty and interest. In conformance with the established Tax Office policy, we notified each property owner. Those listed below have not responded within the 21 days required in order to request your reconsideration. I have included for your information, a copy of the Committee Findings and Recommendation.

Therefore, I hereby request that Commissioners Court ratify the decision of the Penalty & Interest Review Committee and deny the following requests:

			Amount of
Account Number	Property Owner	<u>Tax Year</u>	Waiver or Refund
612529	Nealon, Shannon Louise	2024	\$264.04 (W)
751320	Selmon, David DeWayne, Jr.	2024	\$616.29 (R)

Sincerely,

Cheryl E. Johnson, PCC, CTOP By Tristan Bell



# Office of Galveston County Assessor & Collector



### Penalty & Interest Review Committee Findings and Recommendation

Owner Name(s): Nealon Shannon Louise
Account #(s): 612529
Date Considered: 6/10/2025 Tax Year in Question: 2024
Recommendation: [ ] Grant Waiver
Basis for Recommendation:
[ ] Error on part of CAD, GCTO or USPS (proper documentation provided)
No Provisions provided by the Texas Property Tax Code to grant waiver (including hardship)
[ ] Address of property was provided on deed and captured by CAD thus no provisions for customer erro
[ ] Error made by customer when making online payment; no provisions
[] Other: No record on account of property
[] Other: Mo record on account of property
0
Reviewers:
Chery & John Jihlh Nave Comme
County Tax Assessor Collector Chief Deputy Property Tax & Mark Cavaglia, Linebarger, et al Support Services



# Office of Galveston County Assessor & Collector



## Penalty & Interest Review Committee **Findings and Recommendation**

Owner Name(s): Selmon David Dewayne Jr
Account #(s): 751320
Date Considered: 6/10/2025 Tax Year in Question: 2024
Recommendation: [ ] Grant Waiver [ ] Deny due to failure to respond
Basis for Recommendation:
[ ] Error on part of CAD, GCTO or USPS (proper documentation provided)
[ ] No Provisions provided by the Texas Property Tax Code to grant waiver (including hardship)
[ ] Address of property was provided on deed and captured by CAD thus no provisions for customer error
[ ] Error made by customer when making online payment; no provisions
[] Other: Inadequate documentation.  Thed to know date of next clock  not leating of closing does.
Reviewers:  County Tax Assessor Collector  Chief Deputy Property Tax & Mark Clavaglia, Linebarger, et al

**Support Services** 



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

\*37.

Consideration of authorization for County Judge to sign resolution regarding annual County grant to Interfaith Ministries of Greater Houston for home delivered meals as submitted by Professional Services

Seq#	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/29/25 11:51 am



#### **MEMORANDUM**

To: Galveston County Commissioners' Court

From: Betsy Thomas, Grants Administration Manager

Court Date: August 4, 2025

RE: Parks & Cultural Services

Interfaith Ministries of Greater Houston 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 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

#### 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



# 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 homedelivered 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;

# **B**E IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$17,469.50 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 4th day of August, 2025.

Q	
	Signature of Authorized Official of the County
	Mark Henry, County Judge
	Typed Name and Title



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

\*38.

Consideration of authorization for County Judge to sign Special Document No. SD20250019 and Coastal Surface Lease No. SL20250064 regarding Coastal Erosion Response and Planning grant award No. 24-058-001-E117 from the Texas General Land Office for the Bolivar Beach and Dune Restoration project at the Highway 87/124 Interchange, as submitted by Professional Services

Seq#	Approver	Action	Action Date
1	Veronica Van Horn	Approve	7/29/25 3:50 pm
2	Dianna Martinez	Approve	7/29/25 4:29 pm



#### **MEMORANDUM**

To: Galveston County Commissioners' Court

From: Betsy Thomas, Grants Administration Manager

Court Date: August 4, 2025

RE: County Engineering / Road and Bridge

Texas General Land Office - Coastal Erosion Planning Response Act

Bolivar Beach and Dune Restoration at the 87/124 Interchange

Special Documents for Project and Borrow Areas

#### **BACKGROUND**

Each biennium the Texas Legislature appropriates funding for the Coastal Erosion Planning and Response Act (CEPRA) that is administered by the Texas General Land Office. With recent restructuring of the distribution formula for the Gulf of Mexico Energy Security Act (GOMESA) funding, the GLO has increased funding available for coastal erosion projects.

The GLO publishes a Texas Coastal Resiliency Master Plan to identify important projects. The Bolivar Beach and Dune Restoration Project is considered to be a high priority project as indicated by the Tier One designation in the plan.

Going back as far as 2012, Galveston County has laid out a plan to address the erosion on the Bolivar Peninsula. Utilizing Coastal Impact Assistance Program (CIAP) grants, the County administered beach profile surveys, sand source identification, modeling and breakwater research, engineering, and construction for a 2,500 LF protection dune and beach nourishment project. Since that time the County nourished the beach multiple times through annual Beneficial Use of Dredged Material grants from the GLO.

The County received a CEPRA grant in Cycle 11 (2019/2020) to engineer design a substantial beach and nourishment project to address the severe erosion at the 87/124 interchange area.

#### **SUMMARY**

On July 8, 2024, Commissioners Court voted to accept CEPRA grant award #24-058-001-E117 for the construction phase of the Beach and Dune Restoration at the 87/124 Interchange. This \$47 million, Cycle 13 (2023/2024) CEPRA grant award will begin at the eastern county line and going three miles to the west to would place 1.65 to 2 million CY of beach quality sand at the



location to increase the beach depth and better protect the interchange and realize eventual progression of the sand throughout the beach system as a whole for the Bolivar Peninsula.

As the CEPRA grant project moves toward construction the Texas General Land Office is authorizing the following documents for the County's consideration and execution:

- Special Document No, SD20250019 to serve as an intergovernmental lease of project land for the construction of the beach and dune restoration.
- Coastal Surface Lease No. SL20250064 to serve as an intergovernmental lease for the sand borrow area for the beach and dune restoration project

#### FINANCIAL SUMMARY

CEPRA Grant Request \$42,000,000.00 – Accepted on July 8, 2024

County Match <u>\$ 5,000,000.00</u> – GOMESA – Allocated on July 8, 2024

TOTAL \$47,000,000.00

#### RECOMMENDATIONS

Professional Services requests the Court consider authorization for the County Judge to sign Special Documents regarding the Cycle 13 Coastal Erosion Planning and Response Act (CEPRA) award from the Texas General Land Office.

#### ATTACHMENTS FOR WET SIGNATURE

- Special Document No, SD20250019
- Special Lease No. SL20250064



# TEXAS GENERAL LAND OFFICE SPECIAL DOCUMENT NO. SD20250019

STATE OF TEXAS
COUNTY OF GALVESTON

KNOW ALL MEN BY THESE PRESENTS:

This Special Document, which is authorized by the Texas School Land Board, memorializes the agreement ("Agreement"), made and entered by virtue of the authority granted in Section 33.601, et seq., TEX. NAT. RES. CODE ANN., 31 TEX. ADMIN. CODE § 15 (Coastal Erosion Planning and Response Act or CEPRA), et seq., and all other applicable statutes and rules, as the same may be amended from time to time, and is subject to all applicable regulations promulgated from time to time.

#### ARTICLE I. PARTIES

1.01 In consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the STATE OF TEXAS, acting by and through the Commissioner of the Texas General Land Office (GLO), on behalf of the Permanent School Fund (the "State"), hereby grants to Galveston County, the CEPRA Qualified Project Partner, whose address is 722 Moody, 1st Floor, Galveston, TX, 77550-2318 ("LESSEE"), the right to use the surface estate of certain Permanent School Fund land (the "Premises") for the purposes described in Article IV.

#### ARTICLE II. PREMISES

2.01. The Premises is described below and further described or depicted on Exhibits A-1 and A-2 attached hereto and collectively incorporated by reference for all purposes:

A portion of State Tracts 101, 115, 118, and 119, Gulf of America, Galveston County, Texas

2.02. LESSEE HAS INSPECTED THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE PREMISES AND ACCEPTS SAME "AS IS" IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION. LESSEE IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF THE STATE REGARDING ANY ASPECT OF THE PREMISES, BUT IS RELYING ON LESSEE'S OWN INSPECTION OF THE PREMISES. THE STATE DISCLAIMS ANY AND ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, AND ANY OTHER WARRANTY WHATSOEVER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. THE STATE AND LESSEE HEREBY AGREE AND ACKNOWLEDGE THAT THE USE OF THE TERMS "GRANT" AND/OR "CONVEY" IN NO WAY IMPLIES THAT THIS AGREEMENT OR THE PREMISES ARE FREE OF LIENS, ENCUMBRANCES AND/OR PRIOR RIGHTS. LESSEE IS HEREBY PUT ON NOTICE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCES MAY BE OF RECORD AND LESSEE IS ADVISED TO EXAMINE ALL RECORDS OF THE STATE AND COUNTY IN WHICH THE PREMISES IS LOCATED. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

#### ARTICLE III. TERM

3.01. This Agreement is for a term of 10 years, commencing on July 1, 2025 and terminating on June 30, 2035, unless renewed or earlier terminated for any reason by the State, in its sole discretion.

#### ARTICLE IV. USE OF THE PREMISES

- 4.01. The Premises shall be used solely for the construction and maintenance of a public beach nourishment project (the "Project") consisting of (a) a 200' x 17,000' placement area for a total project encumbrance of 3,400,000 square feet (78.05 acres), a portion of which will be on coastal public land, as described in the Exhibits hereto and the asbuilt design for CEPRA Project No. 1690, and (b) any future as built design provided it is approved under a CEPRA Project Cooperation Agreement and consistent with this Agreement. This Agreement will be amended if any future as-built designs will entail a different footprint than what is described in subsection (a) above. This Agreement does not authorize the use of the Premises for any other purpose. The Premises are to remain in their current topographical and hydrologic condition, unless the modification is pursuant to and in accordance with this Agreement. LESSEE is specifically prohibited from modifying the Premises in any manner not authorized herein, and from using, or allowing the use by others of the Premises for any other purpose.
- 4.02. The State reserves the exclusive right to grant easements, rights-of way and/or other grants of interest authorizing use of the Premises. LESSEE shall permit the State's agents, representatives, and employees to enter into and on the Premises at all reasonable times for the purpose of inspection and any other reasonable purpose necessary to protect the State's interest in the Premises.
- 4.03. LESSEE acknowledges that the State is not obligated to allocate or grant future funds for future maintenance, restoration, or removal of this Project.
- 4.04. Lessee's use of the Premises is subject to and contingent upon compliance with the following covenants, obligations and conditions (the "Special Conditions"):
  - 1. Any buildup of sediment resulting from the activities authorized by this contract will be property of the State of Texas, as determined by the GLO. Lessee waives any right to claim ownership of any land created by the Project.
  - 2. If the Project remains in place at the end of the term of this Agreement, the term may be extended for an additional ten-year term.
  - 3. In the event of a major storm in the Project area, a profile survey shall be performed and delivered to Lessor as soon as practicable after the passage of the storm.
  - 4. Lessee is prohibited from selling, exchanging, or otherwise transferring credits for mitigation purposes related to its activities on the Premises without the express consent and involvement of the State.
  - 5. Lessee is responsible for securing all permits required to develop the Premises at its expense. Lessee must submit any and all applications and required documentation related to any permits it seeks to the State for approval in advance of submission for review or approval by any regulating entity. Lessee must also submit a copy of any reports submitted to any federal, state, or local agency concerning operations on the Premises to the State as such reports are prepared.
  - 6. Lessee shall avoid disturbance to nesting waterbirds and sea turtles during the period of February 15th to September 1st.
  - 7. Lessee shall provide the State, by providing the GLO La Porte Field Office two (2) weeks advance notice before beginning the post-construction survey to enable State staff to participate if desired. The post-construction survey shall be performed within twelve (12) weeks of completion of the activity authorized herein. Two copies of the report summarizing results of the post-construction survey shall be submitted to the GLO La Porte Field Office no more than ninety (90) days following completion of the survey.
  - 8. Lessee shall use the best beach-quality material possible from the proposed borrow areas.
  - 9. Lessee will maintain the Project for 10 years as required by the School Land Board which has authorized the placement of the Project on Permanent School Fund land under TEX. NAT. RES. CODE § 33.609.
  - 10. No work may commence until a Coastal Boundary Survey, in compliance with TEX. NAT. RES. CODE Section 33.136, for the Beach Nourishment Site and any other portion of the Project that may involve state-owned land has been approved and notification published as required.
  - 11. Upon completion of construction, Lessee shall ensure the appropriate GLO La Porte Field Office receives verification that the Project was constructed as authorized in this Agreement. The Field Office, in coordination with CEPRA staff, may conduct an inspection of the completed Project and verify compliance

with this Agreement. Lessee will participate in correction of any non-compliant features of the Project or seek to amend this Agreement.

#### ARTICLE V. ASSIGNMENTS

5.01. This Agreement and the uses allowed hereunder shall not be assigned by LESSEE.

#### ARTICLE VI. PROTECTION OF NATURAL AND HISTORICAL RESOURCES

- 6.01. LESSEE shall comply with all applicable rules and regulations of the General Land Office and other governmental agencies responsible for the protection and preservation of public lands and waters, including those relating to pollution. In the event of pollution or an incident that may result in pollution of the Premises or adjacent property which is the result of LESSEE's (or LESSEE's employees, contractors, invitees and agents) acts or omissions, LESSEE shall immediately notify the State, use all means reasonably available to recapture any pollutants which have escaped or may escape, and mitigate for any and all natural resources damages caused thereby.
- 6.02. LESSEE IS EXPRESSLY PLACED ON NOTICE OF THE NATIONAL HISTORICAL PRESERVATION ACT OF 1966, (PB-89-66, 80 STATUTE 915; §470) AND THE ANTIQUITIES CODE OF TEXAS, CHAPTER 191, TEX. NAT. RES. CODE ANN. (VERNON 2000 SUPP.). IN THE EVENT THAT ANY SITE, OBJECT, LOCATION, ARTIFACT OR OTHER FEATURE OF ARCHEOLOGICAL, SCIENTIFIC, EDUCATIONAL, CULTURAL OR HISTORIC INTEREST IS ENCOUNTERED DURING ANY ACTIVITY ON THE PREMISES, LESSEE WILL IMMEDIATELY CEASE SUCH ACTIVITIES AND WILL IMMEDIATELY NOTIFY STATE AND THE TEXAS HISTORICAL COMMISSION, P.O. BOX 12276, AUSTIN, TEXAS 78711, SO THAT ADEQUATE MEASURES MAY BE UNDERTAKEN TO PROTECT OR RECOVER SUCH DISCOVERIES OR FINDINGS, AS APPROPRIATE.

#### ARTICLE VII. INDEMNITY

7.01. LESSEE SHALL BE FULLY LIABLE AND RESPONSIBLE FOR ANY DAMAGE, OF ANY NATURE, ARISING OR RESULTING FROM ITS OWN ACTS OR OMISSIONS RELATED TO ITS EXERCISE OF THE RIGHTS GRANTED HEREIN. LESSEE AGREES TO AND SHALL INDEMNIFY AND HOLD THE STATE, THE STATE'S OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM AND AGAINST CLAIMS, SUIT, COSTS, LIABILITY OR DAMAGES OF ANY KIND, INCLUDING STRICT LIABILITY CLAIMS, WITHOUT LIMIT AND WITHOUT REGARD TO CAUSE OF THE DAMAGES OR THE NEGLIGENCE OF ANY PARTY, EXCEPT FOR THE CONSEQUENCES OF THE NEGLIGENT ACTS OR WILLFUL MISCONDUCT OF THE STATE, THE STATE'S OFFICERS, AGENTS, OR EMPLOYEES, ARISING DIRECTLY OR INDIRECTLY FROM LESSEE'S USE OF THE PREMISES (OR ANY ADJACENT OR CONTIGUOUS PSF LAND) OR FROM ANY BREACH BY LESSEE OF THE TERMS, COVENANTS OR CONDITIONS CONTAINED HEREIN. THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

#### ARTICLE VIII. PROPERTY REMOVAL AND TAXES

- 8.01. Upon termination of this Agreement, LESSEE shall remove its personal property from the Premises within 30 days thereafter. THE TERMS OF THIS SECTION SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.
- 8.02. LESSEE AGREES TO AND SHALL PROTECT AND HOLD THE STATE HARMLESS FROM LIABILITY FOR ANY AND ALL TAXES, CHARGES, AND ASSESSMENTS, TOGETHER WITH ANY PENALTIES AND INTEREST THEREON, AND FROM ANY SALE OR OTHER PROCEEDING TO ENFORCE PAYMENT THEREOF.

#### ARTICLE IX. MISCELLANEOUS PROVISIONS

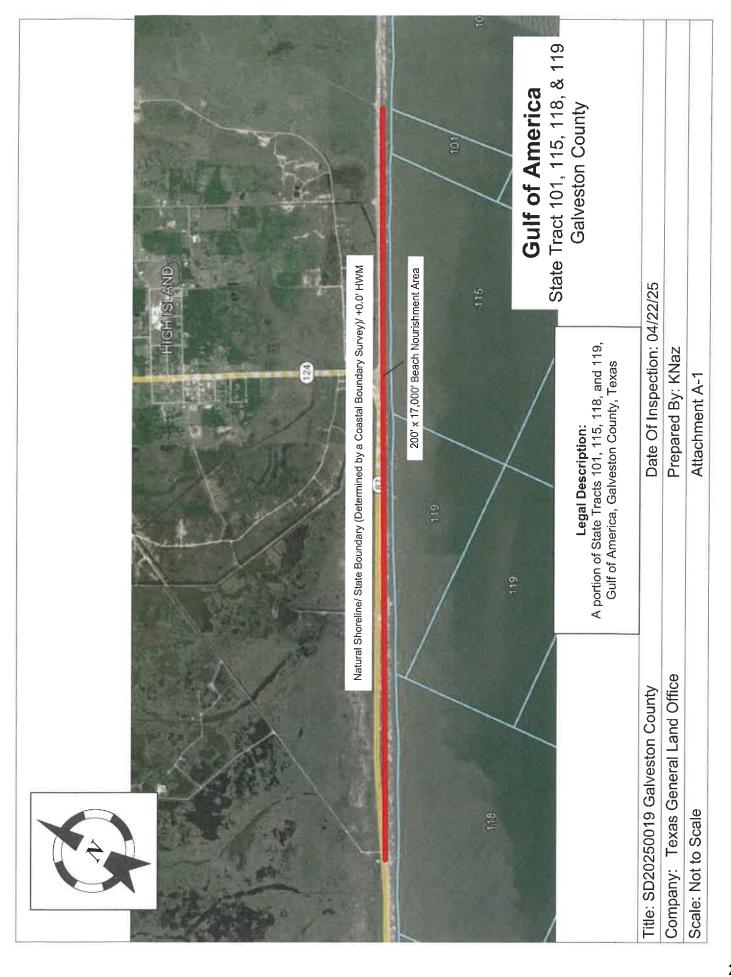
9.01. No provision of this Agreement shall be construed in such a way as to constitute the State and LESSEE joint venturers or co-partners, other than to the extent provided for in the CEPRA Project Cooperation Agreement(s), or to make LESSEE the agent of the State or make the State liable for the debts of LESSEE.

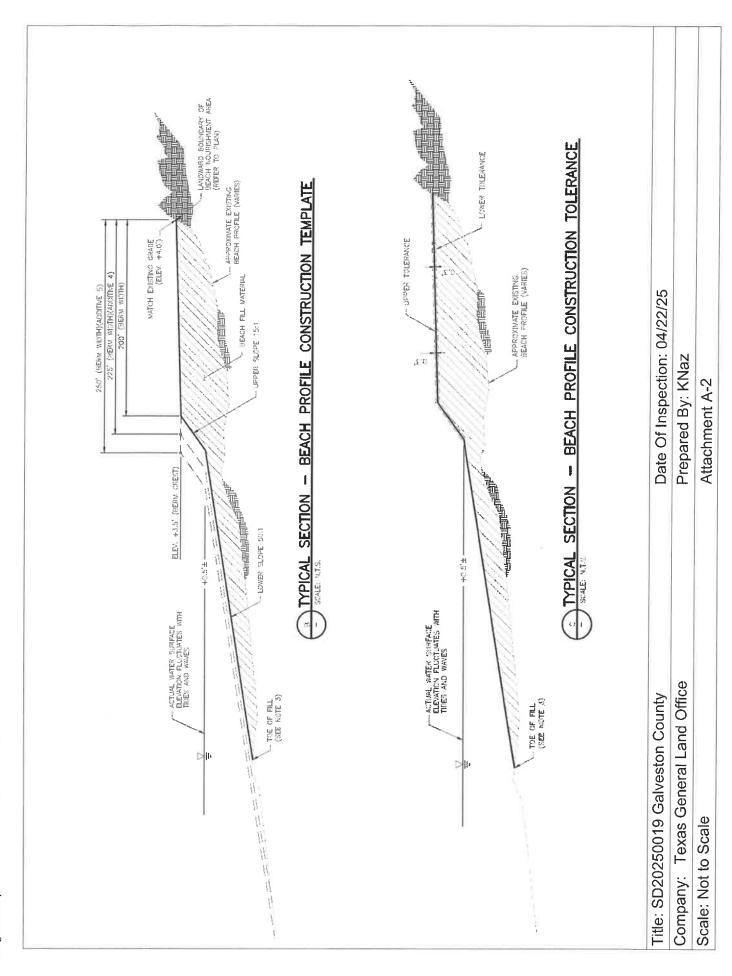
- 9.02 In the event any provision of this Agreement is more restrictive than any administrative rule promulgated by the General Land Office and/or the School Land Board, this Agreement shall control.
- 9.03 Any notice which may or shall be given under the terms of this Agreement shall be in writing and shall be either delivered by hand, by facsimile, or sent by United States first class mail, adequate postage prepaid, to the party's addresses as follows: If the for the State, to the Texas General Land Office, 1700 North Congress Avenue, Austin, Texas 78701-1495; and if for the LESSEE, to Galveston County, the CEPRA Qualified Project Partner, 722 Moody, 1st Floor, Galveston, TX 77550-2318. Any party's address may be changed from time to time by such party by giving notice as provided above, except that the Premises may not be used by Lessee as the sole notice address. No change of address of either party shall be binding on the other party until notice of such change of address is given as herein provided.

of Office. Ι

N TESTIMONY WHEREOF, witness my hand and Se	a
LESSOR: THE STATE OF TEXAS	
By:	
Date	-
APPROVED: Contents: DLR	
Legal:	
Director:	
Executive:	

LESSEE: Galveston County				
Ву:	(Signature)			
	(Printed Name)			
	(Title)			
Date				







# TEXAS GENERAL LAND OFFICE COASTAL SURFACE LEASE NO. SL20250064

STATE OF TEXAS	§
	§
COUNTY OF GALVESTON	§

KNOW ALL MEN BY THESE PRESENTS:

This Surface Lease, SL20250064, (the "Lease"), is granted by virtue of the authority granted in Section 51.121, et seq., TEX. NAT. RES. CODE ANN., 31 TEX. ADMIN. CODE Chapter 13, Land Resources, et seq., and all other applicable statutes and rules, as the same may be amended from time to time, and is subject to all applicable regulations promulgated from time to time.

#### ARTICLE I. PARTIES

1.01. In consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the STATE OF TEXAS, acting by and through the Commissioner of the Texas General Land Office, on behalf of the Permanent School Fund of the State of Texas (the "State"), hereby grants to Galveston County, whose address is 722 Moody, 1st Floor, Galveston, TX, 77550-2318, (409) 770-5453, ("Lessee"), the right to use the surface estate of certain Permanent School Fund land (the "Leased Premises") for the purposes identified in Article V below.

#### ARTICLE II. LEASED PREMISES

2.01. The Leased Premises is described below and further described or depicted on Exhibits A, B, and C attached hereto and collectively incorporated by reference for all purposes:

A portion of State Tracts 197, 198, 201 and 202, Gulf of America, Galveston County, Texas

2.02. LESSEE HAS INSPECTED THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE LEASED PREMISES AND ACCEPTS SAME "AS IS" IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION. LESSEE IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF THE STATE REGARDING ANY ASPECT OF THE LEASED PREMISES, BUT IS RELYING ON LESSEE'S OWN INSPECTION OF THE LEASED PREMISES. THE STATE DISCLAIMS ANY AND ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, AND ANY OTHER WARRANTY WHATSOEVER NOT EXPRESSLY SET FORTH IN THIS LEASE. THE STATE AND LESSEE HEREBY AGREE AND ACKNOWLEDGE THAT THE USE OF THE TERMS "GRANT" AND/OR "CONVEY" IN NO WAY IMPLIES THAT THIS LEASE OR THE LEASED PREMISES ARE FREE OF LIENS, ENCUMBRANCES AND/OR PRIOR RIGHTS. LESSEE IS HEREBY PUT ON NOTICE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCES MAY BE OF RECORD AND LESSEE IS ADVISED TO EXAMINE ALL RECORDS OF THE STATE AND COUNTY IN WHICH THE LEASED PREMISES ARE LOCATED. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE.

#### ARTICLE III. TERM

3.01. This Surface Lease No. SL20250064 is for a term of ten (10) years, commencing on July 1, 2025 and terminating on June 30, 2035, unless earlier terminated as provided herein. The State reserves the right to review, amend, cancel or otherwise modify this Lease at any time during its term upon 30-day written notice to Lessee as prescribed in Article XI. Renewal of this Lease is at the sole discretion of the State, and no right to renew is implied or provided for herein.

CustomerID: C000001739 SL New No Rent\_030322

#### ARTICLE IV. CONSIDERATION

4.01. In consideration of the mutual covenants and conditions set forth herein and the public benefits to be derived therefrom, the State and Lessee acknowledge that no rental fees shall be assessed for the described use of the Leased Premises provided that Lessee is not in default of the terms agreed upon herein.

#### ARTICLE V. USE OF THE LEASED PREMISES

- 5.01. The Leased Premises may be used by Lessee solely for maintenance of a public beach nourishment borrow site project consisting of a borrow area comprising a total project encumbrance of 11,877,756 square foot (272.68 acres) of coastal public land and for no other purpose. The Leased Premises are to remain in their current topographical and hydrologic condition during the term of the Lease. Lessee is specifically prohibited from modifying the premises in any manner not authorized herein, and from using, or allowing the use by others of the Leased Premises for any other purpose
- 5.02. Lessee shall not use, or permit the use of, the Leased Premises for any illegal purpose. Lessee will comply with, and will cause its officers, employees, agents and invitee to comply with, all applicable federal, State and local laws, ordinances and rules concerning the use of the Leased Premises.
- 5.03. The State reserves the exclusive right to grant easements, rights-of way and/or other grants of interest authorizing use of the Leased Premises, provided such use does not unreasonably interfere with Lessee's use thereof.
- 5.04. Lessee shall not grant other rights in or to the Leased Premises to any other person or entity, and any attempt to do so shall be void and of no effect and shall constitute a default by Lessee hereunder.
- 5.05. The State reserves the right to enter upon the Leased Premises at any time with or without prior notice to Lessee to inspect the condition thereof and/or take action authorized by this Lease.
- 5.06. The Leased Premises are subject to prospecting, production and development of oil, gas and other minerals and other materials of commercial value by the State, its lessees, permittee, licensees or other agents, assigns or representatives. Lessee shall not interfere with such use of the Leased Premises and shall allow any lessee, permit holder, licensee or other agent, assignee or representative of the State and/or the School Land Board the right of ingress and egress over, across and through, and the use of, the Leased Premises for any and all purposes authorized by the State.
- 5.07. Lessee may not charge the State's authorized lessees, permit holders, licensees or other agents, assigns or representatives surface damages, or any other fee, for use of the Leased Premises; provided, however, the foregoing shall not limit the liability of any person or entity to Lessee for damages caused to property owned by Lessee.
- 5.08. Lessee's use of the Leased Premises is subject to and contingent upon compliance with the following covenants, obligations and conditions (the "Special Conditions"):
  - 1. Lessee shall use the best beach-quality material possible from the proposed borrow areas following the recommendations of the GLO's CEPRA team and consultants.
  - 2. Lessee shall monitor any effects of the dredging operation on the shoreline adjacent to the borrow sites.

#### ARTICLE VI. ASSIGNMENTS

6.01. Lessee shall not assign the Leased Premises or the rights granted herein, in whole or part, to any third party for any purpose without the prior written consent of the State, which may be granted or denied in the State's sole discretion. Any unauthorized assignment shall be void and of no effect and such assignment shall not relieve Lessee of any liability for any obligation, covenant, or condition of this Lease. This provision, and the prohibition against assignment contained herein, shall survive expiration or earlier termination of this Lease. For purposes of this Lease, an assignment is any transfer, including by operation of law, to another of all or part of the property, interest or rights herein granted.

#### ARTICLE VII. PROTECTION OF NATURAL AND HISTORICAL RESOURCES

- 7.01. Lessee shall take no action on the Leased Premises which results in the discharge of any solid or liquid material. Lessee shall use the highest degree of care and all appropriate safeguards to: (i) prevent pollution of air, ground, and water in and around the Leased Premises, and (ii) to protect and preserve natural resources and wildlife habitat. Lessee shall comply with all applicable rules and regulations of the Texas General Land Office and other governmental agencies responsible for the protection and preservation of public lands and waters. In the event of pollution or an incident that may result in pollution of the Leased Premises or adjacent property which is the result of Lessee's (or Lessee's employees, contractors, invitees and agents) acts or omissions, Lessee shall immediately notify the State, use all means reasonably available to recapture any pollutants which have escaped or may escape, and mitigate for any and all natural resources damages caused thereby.
- 7.02. LESSEE IS EXPRESSLY PLACED ON NOTICE OF THE NATIONAL HISTORICAL PRESERVATION ACT OF 1966, (PB-89-66, 80 STATUTE 915; §470) AND THE ANTIQUITIES CODE OF TEXAS, CHAPTER 191, TEX. NAT. RES. CODE ANN. IN THE EVENT THAT ANY SITE, OBJECT, LOCATION, ARTIFACT OR OTHER FEATURE OF ARCHEOLOGICAL, SCIENTIFIC, EDUCATIONAL, CULTURAL OR HISTORIC INTEREST IS ENCOUNTERED DURING ANY ACTIVITY ON THE LEASED PREMISES, LESSEE WILL IMMEDIATELY CEASE SUCH ACTIVITIES AND WILL IMMEDIATELY NOTIFY THE STATE AND THE TEXAS HISTORICAL COMMISSION, P.O. BOX 12276, AUSTIN, TEXAS 78711, SO THAT ADEQUATE MEASURES MAY BE UNDERTAKEN TO PROTECT OR RECOVER SUCH DISCOVERIES OR FINDINGS, AS APPROPRIATE.

#### ARTICLE VIII. INDEMNITY

8.01. LESSEE SHALL BE FULLY LIABLE AND RESPONSIBLE FOR ANY DAMAGE, OF ANY NATURE, ARISING OR RESULTING FROM ITS OWN ACTS OR OMISSIONS RELATED TO ITS EXERCISE OF THE RIGHTS GRANTED HEREIN. LESSEE AGREES TO AND SHALL INDEMNIFY AND HOLD THE STATE, THE STATE'S OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS FROM AND AGAINST CLAIMS, SUIT, COSTS, LIABILITY OR DAMAGES OF ANY KIND, INCLUDING STRICT LIABILITY CLAIMS, WITHOUT LIMIT AND WITHOUT REGARD TO CAUSE OF THE DAMAGES OR THE NEGLIGENCE OF ANY PARTY, EXCEPT FOR THE CONSEQUENCES OF THE NEGLIGENT ACTS OR WILLFUL MISCONDUCT OF THE STATE, THE STATE'S OFFICERS, AGENTS, EMPLOYEES, OR INVITEES, ARISING DIRECTLY OR INDIRECTLY FROM LESSEE'S USE OF THE LEASED PREMISES (OR ANY ADJACENT OR CONTIGUOUS PSF LAND) OR FROM ANY BREACH BY LESSEE OF THE TERMS, COVENANTS OR CONDITIONS CONTAINED HEREIN. THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE.

#### ARTICLE IX. DEFAULT, TERMINATION AND EXPIRATION

- 9.01. If, following thirty (30) days prior written notice from the State specifying a default or breach, Lessee fails to pay any money due hereunder or is in breach of any term or condition of this Lease, the State shall have the right, at its option and its sole discretion, to terminate this Lease and all rights inuring to Lessee herein by sending written notice of such termination to Lessee in accordance with ARTICLE XI of this Lease. Upon sending of such written notice, this Lease shall automatically terminate, and all rights granted herein to Lessee shall revert to the State. Such termination shall not prejudice the rights of the State to collect any money due or to seek recovery on any claim arising hereunder.
- 9.02. If Lessee fails to remove its personal property from the Leased Premises within the time specified in Section 9.01 above, or if Lessee fails to remove improvements placed or constructed on the Leased Premises by or behalf of Lessee pursuant to a notice by the State to do so pursuant to Section 9.01 above, then the State may, at its sole option, remove and dispose of such property (with no obligation to sell or otherwise maintain such property in accordance with the Uniform Commercial Code), at Lessee's sole cost and expense, or the State may elect to own such property by filing a notice of such election pursuant to Section 51.302, et seq., TEXAS NATURAL RESOURCES CODE ANNOTATED. If the State elects to remove Lessee's property and dispose of it pursuant to this section, then in such an event Lessee shall be obligated to reimburse the State for the reasonable costs of such removal and disposal within ten (10) days of the State's demand for reimbursement. THE TERMS OF THIS SECTION SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE.

- 9.03. In addition to the above, Lessee shall pay and discharge any and all taxes, general and special assessments, and other charges which during the term of this Lease may be levied on or assessed against the Leased Premises or the Improvements constructed thereon, provided such taxes result from Lessee's use under this Lease. Lessee shall pay such taxes, charges, and assessments not less than five (5) days prior to the date of delinquency thereof directly to the authority or official charged with the collection thereof. Lessee shall have the right in good faith at its sole cost and expense to contest any such taxes, charges, and assessments, and shall be obligated to pay the contested amount only if and when finally determined to be owed.
- 9.04. LESSEE AGREES TO AND SHALL PROTECT AND HOLD THE STATE HARMLESS FROM LIABILITY FOR ANY AND ALL SUCH TAXES, CHARGES, AND ASSESSMENTS, TOGETHER WITH ANY PENALTIES AND INTEREST THEREON, AND FROM ANY SALE OR OTHER PROCEEDING TO ENFORCE PAYMENT THEREOF.

#### ARTICLE X. HOLDOVER

- 10.01. If Lessee holds over and continues in possession of the Leased Premises after expiration or earlier termination of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month-to-month tenancy subject to all of the terms and conditions of this Lease.
- 10.02. The tenancy from month-to-month described in Section 10.01 above may be terminated by either party upon thirty (30) days written notice to the other.

#### ARTICLE XI. NOTICE

- 11.01. Any notice which may or shall be given under the terms of this Lease shall be in writing and shall be either delivered by hand, by facsimile, or sent by United States first class mail, adequate postage prepaid, if for the State to the Director of the Permanent School Fund Income Division, addressed to 1700 North Congress Avenue, Austin, Texas 78701-1495, FAX: (512) 463-5304, and if for Lessee, to Galveston County, 722 Moody, 1st Floor, Galveston, TX 77550-2318. Any party's address may be changed from time to time by such party by giving notice as provided above, except that the Leased Premises may not be used by Lessee as the sole notice address. No change of address of either party shall be binding on the other party until notice of such change of address is given as herein provided.
- 11.02. For purposes of the calculation of various time periods referred to in this Lease, notice delivered by hand shall be deemed received when delivered to the place for giving notice to a party referred to above. Notice mailed in the manner provided above shall be deemed completed upon the earlier to occur of (i) actual receipt as indicated on the signed return receipt, or (ii) three (3) days after posting as herein provided.

#### ARTICLE XII. INFORMATIONAL REQUIREMENTS

- 12.01. A. Lessee shall provide written notice to the State of any change in Lessee's name, address, corporate structure, legal status or any other information relevant to this Lease.
- B. Lessee shall provide to the State any other information reasonably requested by the State in writing within fifteen (15) days following such request or such other time period approved by the State (such approval not to be unreasonable withheld).

#### ARTICLE XIII. MISCELLANEOUS PROVISIONS

- 13.01. With respect to terminology in this Lease, each number (singular or plural) shall include all numbers, and each gender (male, female or neuter) shall include all genders. If any provision of this Lease shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions of the Lease, but such other provisions shall continue in full force and effect.
- 13.02. The titles of the Articles in this Lease shall have no effect and shall neither limit nor amplify the provisions of the Lease itself. This Lease shall be binding upon and shall accrue to the benefit of the State, its successors and assigns, Lessee, Lessee's successors and assigns (or heirs, executors, administrators and assigns, as the case may be); however,

this clause does not constitute a consent by the State to any assignment by Lessee, but instead refers only to those instances in which an assignment is hereafter made in strict compliance with Article VI above, or in the case of a deceased natural person Lessee, refers to the instances previously referred to in this sentence and also circumstances in which title to Lessee's interest under this Lease passes, after the demise of Lessee, pursuant to Lessee's will or the laws of intestate succession. The words "hereof," "herein," "hereunder," "hereinafter" and the like refer to this entire instrument, not just to the specific article, section or paragraph in which such words appear.

- 13.03. Neither acceptance of Consideration (or any portion thereof) or any other sums payable by Lessee hereunder (or any portion thereof) to the State nor failure by the State to complain of any action, non-action or default of Lessee shall constitute a waiver as to any breach of any covenant or condition of Lessee contained herein nor a waiver of any of the State's rights hereunder. Waiver by the State of any right for any default of Lessee shall not constitute a waiver of any right for either a prior or subsequent default of the same obligation or for any prior or subsequent default of any other obligation. No right or remedy of the State hereunder or covenant, duty or obligation of Lessee hereunder shall be deemed waived by the State unless such waiver be in writing, signed by a duly authorized representative of the State.
- 13.04. No provision of this Lease shall be construed in such a way as to constitute the State and Lessee joint ventures or co-partners or to make Lessee the agent of the State or make the State liable for the debts of Lessee.
- 13.05. In all instances where Lessee is required hereunder to pay any sum or do any act at a particular indicated time or within an indicated period, it is understood that time is of the essence.
- 13.06. Under no circumstances whatsoever shall the State ever be liable hereunder for consequential damages or special damages. The terms of this Lease shall only be binding on the State during the period of its ownership of the Leased Premises, and in the event of the transfer of such ownership interest, the State shall thereupon be released and discharged from all covenants and obligations thereafter accruing, but such covenants and obligations shall be binding during the Lease term upon each new owner for the duration of such owner's ownership.
- 13.07. All monetary obligations of the State and Lessee (including, without limitation, any monetary obligation for damages for any breach of the respective covenants, duties or obligations of either party hereunder) are performable exclusively in Austin, Travis County, Texas.
- 13.08. The obligation of Lessee to pay all Consideration and other sums hereunder provided to be paid by Lessee and the obligation of Lessee to perform Lessee's other covenants and duties under this Lease constitute independent, unconditional obligations to be performed at all times provided for hereunder, save and except only when an abatement thereof or reduction therein is expressly provided for in this Lease and not otherwise. Lessee waives and relinquishes all rights which Lessee might have to claim any nature of lien against, or withhold or deduct from or offset against, any Consideration or other sums provided hereunder to be paid to the State by Lessee. Lessee waives and relinquishes any right to assert, either as a claim or as a defense, that the State is bound to perform or is liable for the nonperformance of any implied covenant or implied duty of the State not expressly set forth in this Lease.
- 13.09. In the event of a conflict between any provision of this Lease and any administrative rule promulgated by the General Land Office and/or the School Land Board, this Lease shall control.

#### ARTICLE XIV. ENTIRE AGREEMENT

14.01. This Lease, including any exhibits to the same, constitutes the entire agreement between the State and Lessee; no prior written or prior oral contemporaneous oral promises or representations shall be binding. The submission of this Lease for examination by Lessee or the State and/or execution thereof by the Lessee or the State does not constitute a reservation of or option for the Leased Premises and this Lease shall become effective only upon execution of all parties hereto and deliver of a fully executed counterpart thereof by the State to the Lessee. This Lease shall not be amended, changed or extended except by written instrument signed by both parties thereto.

IN TESTIMONY WHEREOF, witness my hand and the Seal of Office.	
LESSOR: THE STATE OF TEXAS	
By:  DAWN BUCKINGHAM, M.D.  Commissioner, General Land Office	
Date:	
APPROVED:  Contents:  AH	
Legal:	
Deputy Director:	
Executive:	

LESSEE: Galveston County	
By: (Signature)	
(Printed Name)	<del>ਹਵ</del> ਤ
(Title)	
Date:	
	WLEDGMENT
STATE OF	§ § §
This instrument was acknowledged before me on the	day of
Notary Stamp No	(Notary Signature) stary Public, State of
	commission expires:

SL20250064 Nhoward CustomerID: C000001739 SL New No Rent\_030322





Galveston County

SL20250064

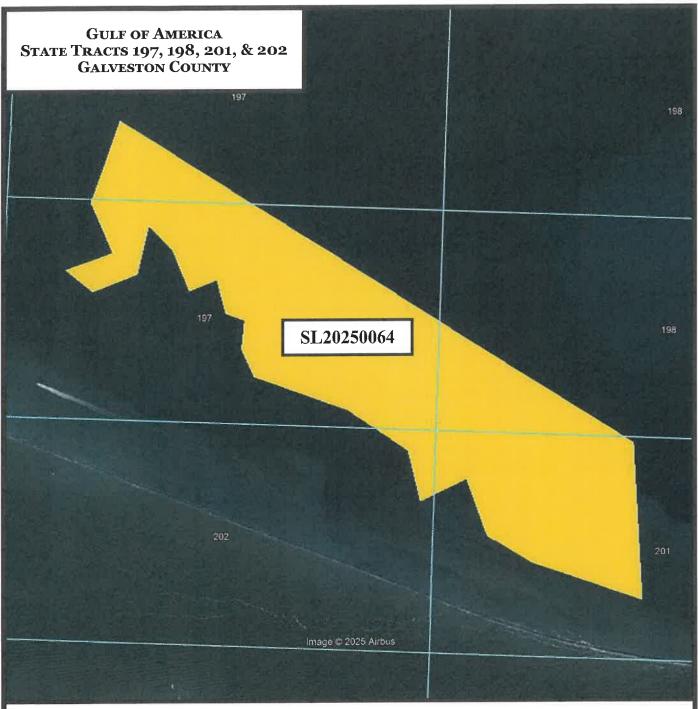


The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on this map or the data from which it is produced. This map IS NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.

Scale: NTS

Date of Review: 05/01/25

Exhibit A





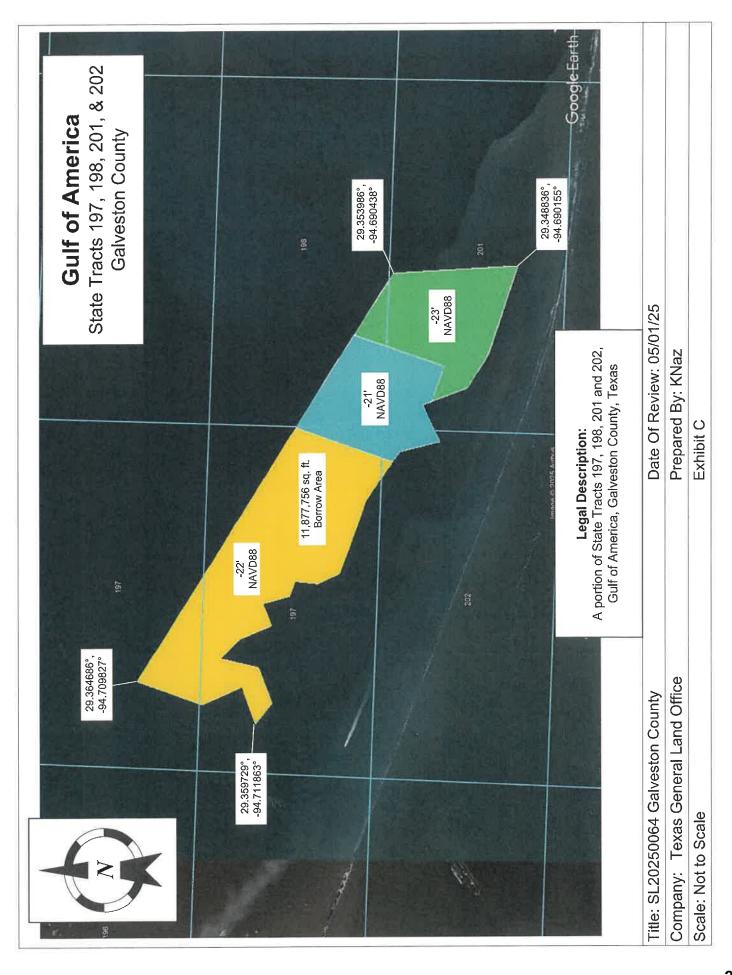
Galveston County

SL20250064



The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on this map or the data from which it is produced. This map IS NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.

Scale: NTS Date of Review: 05/01/25 Exhibit B





# GALVESTON COUNTY, TEXAS COMMISSIONERS COURT

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

\*39.

## **Contract Approval Request Form**

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

Date of Request: 7/24/2025
 Contract Type: Expense

3) Renewal Contract: No

4) Department Name: Professional Services5) Department Contact: Betsy Thomas

- 6) Description: Task Order to respond to RFI (Requests for Information) from the State on previously submitted HMGP grant applications.
- 7) PEID No: 721984
- 8) Req No: Bid #B222013 9) Orgkey: 1101-151900 10) Object Code: 5481000
- 11) Vendor: Innovative Emergency Management, Inc. (IEM)
- 12) Vendor Contract No: CM21413

#### **Expenditure Budget/Revenue Projections**

- 13) Fund Name: General Fund Grants Administration
- 14) Fund #: 1101-151900-5481000
- 15) Current Year Budgeted: \$480,000 (\$168,000 unencumbered)
- 16) Current Year Projected: \$11,222.00
- 17) Year 2:
- 18) Year 3:
- 19) Year 4:
- 20) Year 5:
- 21) Totals:

## To Be Completed by Purchasing Department

- 22) Contract Start Date: 5/2/202223) Auto Renewal Contract: No
- 24) Bid No: B2222013
- **25) Contract End Date:** 5/1/2026
- 26) Contract # Issued by Purchasing Department: CM21413

# **NOTES:** Task Order / Amendment 1B

## **Approval History**

Seq #	Approver	Action Action Date	
1	Diana Huallpa	Approve	7/25/25 5:35 pm
2	Melissa Fleming	Approve	7/28/25 9:17 am
3	Veronica Van Horn	Approve	7/28/25 3:12 pm
4	Diana Huallpa	Approve	7/28/25 6:06 pm
5	Sergio Cruz	Approve	7/29/25 8:50 am
6	Veronica Van Horn	Approve	7/29/25 11:25 am









#### **Task Order 1B Amendment**

This task order is issued pursuant to Contract CM21413/PO F206275 (associated with RFP B222013). IEM International, Inc. (IEM) will develop six Hazard Mitigation Assistance (HMA) subgrant applications to be submitted under the Hazard Mitigation Grant Program for DR-4485. This 1B Amendment incorporates an additional level of effort to support new RFI's from TDEM.

The period of performance for this task order is from April 22, 2022, to May 1, 2026.

Title	Name	<b>Total Hours</b>	Rate	Total
Program Manager	Hascall	15.5	\$155.00	\$2,402.50
HMA Technical Specialist III	Touvell	16.5	\$202.00	\$3,333.00
HMA Technical Specialist III	Ortiz	20	\$202.00	\$4,040.00
HMA Technical Specialist III	Lopez	11	\$202.00	\$2,222.00
HMA Technical Specialist III	Lebron	11	\$202.00	\$2,222.00
HMA Technical Specialist I	Colon	15	\$128.00	\$1,920.00
HMA Specialist III	Diaz	16	\$122.00	\$1,952.00
HMA Specialist III	Cullman	15.5	\$122.00	\$1,891.00
HMA Specialist III	Case	142.5	\$122.00	\$17,385.00
HMA Specialist III	Carrubba	14	\$122.00	\$1,708.00
HMA Specialist II	Planas	18	\$116.00	\$2,088.00
HMA Specialist I	Romero	15	\$95.00	\$1,425.00
HMA Specialist I	Maddron	24.75	\$95.00	\$2,351.25
Benefit-Cost Analyst Lead	Witkop	31.5	\$141.00	\$4,441.50
Benefit-Cost Analyst	Vilchez	16.75	\$128.00	\$2,144.00
Benefit-Cost Analyst	Singh, S	4	\$128.00	\$512.00
Administrative Assistant	Lugardo	6.5	\$57.00	\$370.50
Labor total				\$ 52,407.75
Airfare				\$ 297.95
Lodging				\$ 112.82
Amended Task Order total				\$ 52,818.52

Task Order 1 Current Funding	\$ 117,876.00
Descoping of Task Order 1	\$ 65,057.48
Amended Task Order Total	\$ 52,818.52

The hours provided are estimates determined after the original prioritization meeting of six (6) projects identified for project development, with the Galveston County Engineering team,









Management team, and IEM. The level of effort includes project scoping, preliminary drawings where applicable, cost estimation, engineering feasibility, public outreach, application development (including uploading and data entry into the State's System of Record (currently GMS)), responding to TDEM and FEMA Requests for Information (RFIs), and other activities that may be requested within the scope of project/application development.

This 1B Amendment incorporates the additional level of effort to address the RFI's received from TDEM in order to update the application for resubmission under a new DR.

Title	Total Hours	Rate	Total
Program Manager	2	\$155.00	\$ 310.00
Project Manager	8	\$141.00	\$ 1,128.00
HMS III	40	\$122.00	\$ 4,880.00
HMS II	20	\$116.00	\$ 2,320.00
BCA III	4	\$141.00	\$ 564.00
Engineer	10	\$202.00	\$ 2,020.00
	84		\$ 11,222.00

Depending on the needs for each identified project, the hours allocated to a specific Labor Category may fluctuate (increase or decrease); however, cost savings will be a priority for this Task Order and we will strive to ensure the cost estimate remains within the estimated total overall.

Should IEM find risks that these may be exceeded in any way, the Project or Program Manager will notify Galveston County's Project Manager or designee at once with justification of the potential risk of overage in hours, or missing any deliverables, and provide an updated timeline and level of effort for Galveston County's consideration and negotiation.



P.O. Box 110265	0
P.O. Box 110265 Research Triangle Park, NC 27709	V

919-990-8191



	FOR IEM:				
	Red Legal				
	Keith Reynolds				
	Director, Contract Ope	rations & Compliance			
. 2025	Date: <sup>7/23/2025</sup>	, 2025			
	, 2025	Signed by:  964FBB035BAD47E  Keith Reynolds  Director, Contract Ope			



# GALVESTON COUNTY, TEXAS COMMISSIONERS COURT

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

\*40.

## **Contract Approval Request Form**

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

Date of Request: 6/17/2025
 Contract Type: Expense

3) Renewal Contract: No

4) Department Name: Professional Services5) Department Contact: Betsy Thomas

6) Description: Task Order to respond to RFI (Requests For Information) from the State

on previously submitted mitigation grant applications.

7) **PEID No: 721984** 

8) Req No: Bid #B2220139) Orgkey: 1101-15190010) Object Code: 5481000

11) Vendor: Innovative Emergency Management, Inc. (IEM)

12) Vendor Contract No: Task Order #6

#### **Expenditure Budget/Revenue Projections**

13) Fund Name: General Fund - Grants Administration

14) Fund #: 1101-151900-5481000

15) Current Year Budgeted: \$480,000.00 (\$168,000 unencumbered)

16) Current Year Projected: \$67,700.00

17) Year 2: 18) Year 3: 19) Year 4: 20) Year 5:

21) Totals: \$67,700.00

#### To Be Completed by Purchasing Department

22) Contract Start Date: 5/2/202223) Auto Renewal Contract: No

24) Bid No: B222013

**25) Contract End Date:** 5/1/2026

26) Contract # Issued by Purchasing Department: CM21413

# **NOTES:**

## **Approval History**

Seq #	Approver	Action	Action Date
1	Diana Huallpa	Approve	6/17/25 3:48 pm
2	Melissa Fleming	Approve	6/17/25 4:18 pm
3	Rufus Crowder	Approve	6/17/25 4:45 pm
4	Diana Huallpa	Approve	6/19/25 9:07 am
5	Sergio Cruz	Approve	6/23/25 1:15 pm
6	Veronica Van Horn	Approve	7/28/25 3:09 pm









#### **Task Order 2B**

This task order is issued pursuant to Contract CM21413/PO F206275 (associated with RFP B222013). IEM International, Inc. (IEM) will develop Community Development Block Grant - Mitigation (CDBG-MIT) subgrant applications (Galveston County 2022-100210-RMP) to be submitted under the Texas General Land Office's mitigation plan for Hurricane Harvey recovery (P-18-TX-48-MIT1).

The period of performance for this task order is from May 1, 2023, to May 1, 2026.

Original Level of Effort estimate for 6 projects:

Title	Name	<b>Total Hours</b>	Rate	Total
Program Manager	Randall	80	\$155.00	\$12,400.00
Program Manager	Gilliam	80	\$155.00	\$12,400.00
Project Manager	McGrath	10	\$141.00	\$1,410.00
HMA Specialist III	Bunting	31.5	\$122.00	\$3,843.00
HMA Specialist III	Case	113.5	\$122.00	\$13,847.00
HMA Specialist III	Diaz	46.75	\$122.00	\$5,703.50
HMA Specialist III	Pollard	96	\$122.00	\$11,712.00
HMA Specialist III	Singh	27	\$122.00	\$3,294.00
HMA Specialist I	Romero	9	\$95.00	\$855.00
HMA Specialist I	Lunsford	0.5	\$95.00	\$47.50
GIS Specialist	Bernardo	77	\$81.00	\$6,237.00
GIS Specialist	Monterrubio	10	\$81.00	\$810.00
GIS Specialist	Nester	15	\$81.00	\$1,215.00
GIS Specialist	Rushing	15.25	\$81.00	\$1,235.25
				\$75,009.25

Additional Level of Effort estimate for 24 additional projects to be submitted:

Title	Name	Application Development	RFI Follow-up	Total Hours	Rate	Total
Program Manager	Benj Korson	4	4	8	\$155.00	\$ 1,240.00
Project Manager	Shaun McGrath	24	30	54	\$141.00	\$ 7,614.00
HMS III	Jeanine Neipert	100	62	162	\$122.00	\$ 19,764.00
HMS III	Leslie Diaz	20	10	30	\$122.00	\$ 3,660.00
GIS	Christian Berardo	16	5	21	\$ 81.00	\$ 1,701.00
				275		\$ 33,979.00









Additional Level of Effort estimate to address the RFIs:

Title	Name	Total Hours	Rate		Total
Program Manager	Benj Korson	8	\$155.00	\$	1,240.00
Project Manager	Lyz Cullmann	80	\$141.00	\$	11,280.00
HMS III	Itzel Planas	140	\$122.00	\$	17,080.00
HMS III	Mike Singh	140	\$122.00	\$	17,080.00
Egineering	Roberto Lebron	80	\$202.00	\$	16,160.00
GIS	Christian Berardo	60	\$ 81.00	<b>\$</b>	4,860.00
		508		\$	67,700.00

#### Estimated total Level of Effort: \$75,009.25 + \$33,979.00 + \$67,700.00 = \$176,688.25

The original hours provided are estimates determined after the original prioritization meeting of six (6) projects identified for project development, with the Galveston County Engineering team, Management team, and IEM. The additional hours provided are estimates determined through the identification of 24 more projects, for a total of 30 projects, that need to be developed into the application. Based on the RFI's returned the remaining level of effort was estimated in addition to the other tasks. If there is a need for additional level of effort the PM will notify the Galveston County's Project Manager to discuss the requirements and associated level of effort.

The level of effort includes project scoping, preliminary drawings where applicable, cost estimation, engineering feasibility, public outreach, application development (including uploading and data entry into the State's System of Record (currently GMS)), responding to TDEM and FEMA Requests for Information (RFIs), and other activities that may be requested within the scope of project/application development. Depending on the needs for each identified project, the hours allocated to a specific Labor Category may fluctuate (increase or decrease); however, cost savings will be a priority for this Task Order and we will strive to ensure the cost estimate remains within the estimated total overall.

Should IEM find risks that these may be exceeded in any way, the Project or Program Manager will notify Galveston County's Project Manager or designee at once with justification of the potential risk of overage in hours, or missing any deliverables, and provide an updated timeline and level of effort for Galveston County's consideration and negotiation.



	P.O. Box 110265	
Research Triangle	Park, NC 27709	

919-990-8191

www.iem.com

FOR CLIENT:		FOR IEM:	
		Signed by:    Signed by:   Sign	
Mark Henry County Judge		Keith Reynolds Director, Contract Op	erations & Compliance
Date:	, 2025	Date: 7/23/2025	, 2025



# GALVESTON COUNTY, TEXAS COMMISSIONERS COURT

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

\*41.

#### 25-157-0804-A

Mental Health/Public Defender- Request transfer from General Fund - Budgeted Reserves to Mental Health Public Defenders - Various line items to support costs for the remainder of the fiscal year

#### **Approval History**

Seq#	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/30/25 3:31 pm



# View Budget Amendment: Budget Amendment: FY2025 - Annual Budget Detail

on 08/04/2025 : BAT-0000216

**Company** The County of Galveston

Plan Template Annual Budget Detail: FY25 Amended Budget

Plan FY25 Amended Budget

**Organizing Dimension Type** 

Amendment ID BAT-0000216
Amendment Date 08/04/2025

Description 25-157-0804-A; Request transfer from General Fund - Budgeted Reserves to Mental Health Public Defenders - Various line items to support costs for the

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)	5152000:Payroll Tax Expense	127203 Mental Health Public Defender	1101 General Fund		Medicare FICA payments			\$1,972.00		25-157-0804-A; Request transfer from General Fund - Budgeted Reserves to Mental Health Public Defenders - Various line items to support costs for the remainder of the fiscal year.	
FY2025 Annual (FY25 Amended Budget)	5151000:Group Insurance	127203 Mental Health Public Defender	1101 General Fund		County Paid Health Insurance Premiums			\$1,817.00	·	25-157-0804-A; Request transfer from General Fund - Budgeted Reserves to Mental Health Public Defenders - Various line items to support costs for the 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)	5100000:Salaries and Wages	127203 Mental Health Public Defender	1101 General Fund		Salaries and Wages			\$135,932.00		25-157-0804-A; Request transfer from General Fund - Budgeted Reserves to Mental Health Public Defenders - Various line items to support costs for the remainder of the fiscal year.	
FY2025 Annual (FY25 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1101 General Fund		Budgeted Reserves			\$0.00		25-157-0804-A; Request transfer from General Fund - Budgeted Reserves to Mental Health Public Defenders - Various line items to support costs for the remainder of the fiscal year.	
FY2025 Annual (FY25 Amended Budget)	5496000:Travel and Transportation	127203 Mental Health Public Defender	1101 General Fund		Travel and Conference			\$2,000.00	\$0.00	25-157-0804-A; Request transfer from General Fund - Budgeted Reserves to Mental Health Public Defenders - Various line items to support costs for the remainder of the fiscal year.	
FY2025 Annual (FY25 Amended Budget)	5481000:Miscellaneous Contract Services	127203 Mental Health Public Defender	1101 General Fund		Other Contract Services			\$225.00	\$0.00	25-157-0804-A; Request transfer from General Fund - Budgeted Reserves to Mental Health Public Defenders - Various line items to support costs for the 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)	5155000:Unemployment	127203 Mental Health Public Defender	1101 General Fund		Unemployment Compensation			\$191.00	\$0.00	25-157-0804-A; Request transfer from General Fund - Budgeted Reserves to Mental Health Public Defenders - Various line items to support costs for the remainder of the fiscal year.	
	5154000:Deferred Compensation Plan	127203 Mental Health Public Defender	1101 General Fund		Alternate Plan			\$10,667.00	\$0.00	25-157-0804-A; Request transfer from General Fund - Budgeted Reserves to Mental Health Public Defenders - Various line items to support costs for the remainder of the fiscal year.	
FY2025 Annual (FY25 Amended Budget)	5156000:Workers Compensation	127203 Mental Health Public Defender	1101 General Fund		Worker's Compensation			\$2,742.00	\$0.00	25-157-0804-A; Request transfer from General Fund - Budgeted Reserves to Mental Health Public Defenders - Various line items to support costs for the remainder of the fiscal year.	
FY2025 Annual (FY25 Amended Budget)	5153000:Pension	127203 Mental Health Public Defender	1101 General Fund		Pension			\$16,190.00	\$0.00	25-157-0804-A; Request transfer from General Fund - Budgeted Reserves to Mental Health Public Defenders - Various line items to support costs for the remainder of the fiscal year.	

BA Public Defenders.pdf

File Name Content Type BA Public Defenders.pdf

Updated By **Upload Date** 

application/pdf Gabriela De Los Santos 07/30/2025 09:08:57 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	07/28/2025 11:50:09 AM	07/29/2025	Gabriela De Los Santos	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	07/28/2025 01:26:33 PM	07/30/2025	Thomas Wooten (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	07/28/2025 01:37:01 PM		Joselinne Piedras-Sarabia (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		07/29/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Sent Back	07/29/2025 04:36:55 PM		Lauren Swift (Accounting Operations Lead)	1	Send Back Reason from Lauren Swift: Sending back per Lee Clemmer.
Budget Amendment Event	Budget Amendment Event	Submitted	07/30/2025 09:08:58 AM	07/29/2025	Gabriela De Los Santos	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	07/30/2025 09:27:49 AM	08/01/2025	Thomas Wooten (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	07/30/2025 09:29:23 AM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		07/29/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	07/30/2025 01:09:28 PM		Lauren Swift (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Awaiting Action		08/01/2025	Diana Huallpa Trevino (Budget Manager)	1	

Department	PSN	Current Position Title	New Position Title	Current Salary	New Salary	Change in Salary	Comment
Mental Health Public Defenders	1272020003	Attorney III		-	95,340	95,340	Positions will be funded from General Fund
Mental Health Public Defenders	1272020002	Attorney III		-	99,367	99,367	Positions will be funded from General Fund
Mental Health Public Defenders	1272020001	Chief Public Defender		-	130,323	130,323	Positions will be funded from General Fund
Mental Health Public Defenders	1272020006	Mental Health Caseworker		-	54,855	54,855	Positions will be funded from General Fund
Mental Health Public Defenders	1272020005	Mental Health Caseworker		-	52,554	52,554	Positions will be funded from General Fund
Mental Health Public Defenders	P100031	Mental Health Caseworker		-	50,561	50,561	Positions will be funded from General Fund
Mental Health Public Defenders	1272020007	Paralegal		-	52,486	52,486	Positions will be funded from General Fund
				<b>s</b> -	\$ 535,487	\$ 535,487	

Start Date	7/1/2025
End of Fiscal Year	
Net Work Days	

Object Code Name	Object Code Account	Prorated Amounts
Change in Salary	5100000	135,932
County Paid Health Ins Premium	5151000	1,817
Medicare FICA Payments	5152102	1,972
TCDRS	5153000	16,190
Worker's Compensation	5156000	2,742
Alternate Plan	5154000	10,667
Unemployment	5155000	191
	FY 2024 Fiscal Impact	\$ 169,511

FY 2025 Fiscal Impact 667,754



# GALVESTON COUNTY, TEXAS COMMISSIONERS COURT

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

\*42.

25-158-0804-B

Parks and Cultural Services- Request transfer from General Fund - Professional Memberships to Beach and Parks - Travel and Transportation to fund conference expenses

#### **Approval History**

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/30/25 3:34 pm



# View Budget Amendment: Budget Amendment: FY2025 - Annual Budget Detail

on 08/04/2025 : BAT-0000208

**Company** The County of Galveston

Plan Template Annual Budget Detail: FY25 Amended Budget

Plan FY25 Amended Budget

**Organizing Dimension Type** 

Amendment ID BAT-0000208 Amendment Date 08/04/2025

**Description** Moving funds between line items in Parks 1101 522020 for travel and conference. Commissioner Giusti is sponsoring this amendment.

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	522020 Beach and Parks Department	1101 General Fund		Travel and Conference			\$344.00	\$0.00	moving to travel to cover hotel.	
FY2025 Annual (FY25 Amended Budget)	5498000:Professional Memberships	522020 Beach and Parks Department	1101 General Fund		Membership and Dues			\$0.00		moving unused membership funds	

8.4.25 Budget Amendment.pdf

File Name 8.4.25 Budget Amendment.pdf

Content Type application/pdf
Updated By Julie Walker

**Upload Date** 07/22/2025 10:41:07 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	07/22/2025 10:41:07 AM	07/23/2025	Julie Walker	1	
Budget Amendment Event	Approval by Cost Center Manager	Automatic Approval	07/22/2025 10:41:07 AM	07/24/2025	Julie Walker (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Sent Back	07/28/2025 10:24:43 AM		Gabriela De Los Santos (Budget Specialist)		Send Back Reason from Gabriela De Los Santos: Please enter corresponding spend categories.



Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Submitted	07/28/2025 01:30:18 PM	07/23/2025	Julie Walker	1	Julie Walker: Added Commissioner Giusti to description and updated the spend categories.
Budget Amendment Event	Approval by Cost Center Manager	Automatic Approval	07/28/2025 01:30:18 PM	07/30/2025	Julie Walker (Cost Center Manager)	1	-
Budget Amendment Event	Approval by Budget Specialist	Approved	07/28/2025 01:44:55 PM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		07/23/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Sent Back	07/29/2025 04:42:01 PM		Lauren Swift (Accounting Operations Lead)	1	Send Back Reason from Lauren Swift: Please update description to include full cost center - 522020 and enter description/information in the memo field o the line items. Thank you.
Budget Amendment Event	Budget Amendment Event	Submitted	07/30/2025 09:14:03 AM	07/23/2025	Julie Walker	1	•
Budget Amendment Event	Approval by Cost Center Manager	Automatic Approval	07/30/2025 09:14:03 AM	08/01/2025	Julie Walker (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	07/30/2025 09:19:49 AM		Joselinne Piedras-Sarabia (Budget Specialist)	1	Joselinne Piedras-Sarabia: Descriptions are updated on behalf of PS and updated with their corresponding captions. In this case, request transfer from General Fund Professional Memberships to Beach and Parks - Travel and Transportation to fund conference expenses.
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		07/23/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	07/30/2025 01:10:27 PM		Lauren Swift (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Awaiting Action		08/01/2025	Diana Huallpa Trevino (Budget Manager)	1	

### 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

July 22<sup>nd</sup>, 2025

To:

Diana Huallpa, Chief Financial Officer

From: Julie Walker, Director – Parks and Cultural Services

Re:

**Budget Amendments** 

Ms. Huallpa,

I am requesting two budget amendments to move money from existing line items to other line items to cover travel and conference for staff so they can continue to gain knowledge in the Parks and Senior Services field. There is no request for funds to come general fund reserves. Funds will be moved within the different divisions line items.

Commissioner Giusti has gracious offered to sponsor these two amendments.

with

We want to move \$344.00 from Parks 522020 Membership 5498000 to Travel 5496000 that will cover our Parks Supervisor hotel for his Parks Maintenance Conference.

We want to move \$867.00 from Seniors 451110 Membership to Travel 5496000 that will cover flights and rental car for 3 staff attending a National Conference in September.

Thank you,

Julie Walker Director

Galveston County Parks & Cultural Services

409-934-8114

Julie.Walker@galvestoncountytx.gov

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520 PARKS

Budget Amendment

News

2026 Institute

PPMA CPSI Course and Exam

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DONATE

# Park Planning and Maintenance Academy

August 4-7, 2025

Registration opens on Feb. 10th

ITINFRARY

CURRICULUM

**RESERVATIONS** 

**SPONSORS** 

REGISTRATION

Among Gibson

\*\*Rondget Amendment is for
the hotel only.

the hegistraturi already paid for 4 he wil be driving to this conference. The Park Planning and Maintenance Academy is an intensive training program for park professionals seeking to improve their performance and enrich their organizations.

After completing the Year 1 and Year 2 curriculum, participants receive a certificate of completion and are known as Graduates. Any graduate can return for the Graduate year which offers a new set of classes in alternating years that are

of 7

VIEW OUR PHOTO GALLERY CONTACT US MEMBER LOGIN

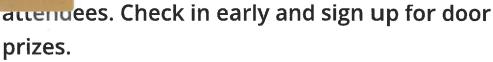


2026 Institute

PPMA CPSI Course and Exam About Us

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\*\*\*\*If you are flying, please be sure to pick a later flight on Thursday so you can be part of the closing banquet.

The registration fee is \$450 and includes the welcome reception, all classes, bus tours and lunches. Hotel rooms with breakfast buffets are available through the link for Hilton Doubletree. PLEASE DO NOT delay in making your hotel room reservations. This hotel fills quickly in the summer and our block fills fast as well.

Don't forget to make your hotel reservations!

VIEW HOTEL RESERVATION DETAILS

PPMA is produced by the Southwest Park and Recreation Training Institute and made possible by our sponsors.

321

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About Us

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# ITINERARY OF EVENTS

Monday, Aug. 4 | 6:00 PM – 8:00 PM Welcome Reception with food, drinks and door prizes. Check in early and get your swag bag. Mingle with other attendees.

Tuesday, Aug. 5 | 7:30 AM - 4:30 PM Opening and classes all day. Buffet lunch provided. Dinner on your own at surrounding restaurants or hotel restaurant. An evening event is being planned.

Wednesday, Aug. 6 | 7:30 AM - 5:00 PM Bus Tours for Year 1 and Year 2 all day. Box lunches provided on all tours. 6-8 p.m. Evening event being planned at the Stanley Marketplace in Aurora. Fun place to hang out, relax and enjoy conversations. (Optional – please sign up at registration table)

Thursday, Aug. 7 | 8 AM – 1:00 PM Morning classes 8:00 AM – 11:30 AM Banquet lunch and award ceremony 11:30 AM – 1:00 PM (Please make airline flights after 3 p.m. if possible)

All classes, lunches and the departure and return for the bus tours will be at the Hilton-Doubletree Hotel. Meals included:

Contact Mendy Putman, Conference Coordinator

3 of 7 322

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2026 Institute 1956 Society **Store**  PPMA CPSI Course and Exam About Us DONATE

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PPMA CURRICULUM

# YEAR 1

Year 1 establishes a baseline of understanding the fundamentals of park maintenance, design and resource management through a broad spectrum of topics. Year 1 offers 1.5 CEUs.

# Year 1 topics:

- ADA Requirements and Elements of Playground Design
- Understanding Irrigation Hydraulics and Design
- Understanding GIS Systems
- Athletic Field Maintenance Best Practices and New Ideas
- Principles of Using Maintenance Contracts
- Aboriculture 101
- Principles of Park Planning and Design Practicum

#### Field study destinations include:

- Turf! Turf! A Tour of the Aurora Sports Park, Aurora CO
- Snowboarding to Mountain Biking Ruby Hill Park is Amazing!, Denver CO

447

Gibson, Jimmy

Southwest Park and Recreation Training Institute «swprti@wildapricotorg»
Thursday, May 15, 2025 B.21 AM
Gibson, Jimmy
Southwest Park and Recreation Training Institute Payment receipt

From: Sent: To: Subject

E PAYMENT RECEIPT

Southwest Park and Recreation Training Institute

Date: Thursday, May 15, 2025 Amount: \$450.00 Payment type: Wild Apricot Payment Payment Method ID: MasterCard Card ending with \*5664

Payment received from:
Jinmy Gibson
Jinmy gibson@co.galveston.tx.us
Galveston County Parks

Payment for:

Thursday, Invoice 03809 May 15, Registration for "2025 Year 1 - Park Planning and Maintenance Academy" 2025 (Monday, August 04, 2025 6:00 PM - Thursday, August 07, 2025 1:00 PM (MDT), Hilton Double Tree Denver-Aurora), Full Conference - Early Discount Rate Date Document

Settled amount \$450.00 Invoice total \$450.00 • Due \$0.00

Total settled: \$450.00 Available balance: \$0.00

5 of 7 324

#### Walker, Julie

To: Subject:

Gibson, Jimmy

RE: hotel for colorado

From: Gibson, Jimmy < Jimmy. Gibson@co.galveston.tx.us>

Sent: Monday, July 28, 2025 3:45 PM

To: Walker, Julie < Julie. Walker@galvestoncountytx.gov>

Subject: hotel for colorado

here is what i have, the total bill will be 520.78

From: Choice Hotels Reservations < <a href="mailto:choicehotels@reservations.choicehotels.com">choicehotels.com</a>>

Sent: Sunday, June 29, 2025 6:55 PM

To: Gibson, Jimmy < <u>Jimmy.Gibson@co.galveston.tx.us</u>>

**Subject:** Reservation - 58428507 - \$520.78

Open this message to see where they're headed!

iew Web



Book a Stay >



#### **Comfort Suites Denver Tech Center**

- 7374 South Clinton Street, Englewood, CO, 80112, US
- **L** +1 (303) 858-0700
- Review All Hotel Details & Amenities

le of 7 325

☐ Check-in:

Check-out:

(7)

7

Sun, Aug 3, 2025 3:00 PM Thu, Aug 7, 2025 11:00 AM

Guest Name: JIMMY GIBSON

Confirmation Number: 58428507



# Have you heard of Choice Hotels®?

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

\*43.

#### 25-159-0804-C

Parks and Cultural Services- Request transfer from within Senior Citizens Program - Membership & Dues to Travel & Conference to cover flight and rental expenses

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/30/25 1:13 pm

## View Budget Amendment: Budget Amendment: FY2025 - Annual Budget Detail on 08/04/2025 : BAT-0000209

04:55 PM 07/29/2025 Page 1 of 2

Company The County of Galveston

Plan Template Annual Budget Detail: FY25 Amended Budget

Plan FY25 Amended Budget

Organizing Dimension Type

Amendment ID BAT-0000209 Amendment Date 08/04/2025

**Description** Moving funds within the Senior Budget 451110 for travel and conference. Commissioner Giusti is the sponsor for this budget amendment.

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	451110 Senior Citizens Program	1101 General Fund		Travel and Conference			\$867.00	\$0.00		
FY2025 Annual (FY25 Amended Budget)	5498000:Professional Memberships	451110 Senior Citizens Program	1101 General Fund		Membership and Dues			\$0.00	\$867.00		

8.4.25 Budget Amendment.pdf

File Name 8.4.25 Budget Amendment.pdf

Content Type application/pdf
Updated By Julie Walker

Upload Date 07/22/2025 10:43:42 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	07/22/2025 10:43:43 AM	07/23/2025	Julie Walker	1	
Budget Amendment Event	Approval by Cost Center Manager	Automatic Approval	07/22/2025 10:43:43 AM	07/24/2025	Julie Walker (Cost Center Manager)	1	



on 08/04/2025 : BAT-0000209

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Budget Specialist	Sent Back	07/28/2025 09:17:55 AM		Lee Clemmer (Budget Specialist)	1	Send Back Reason from Lee Clemmer: Please enter corresponding spend categories.
Budget Amendment Event	Budget Amendment Event	Submitted	07/28/2025 01:31:03 PM	07/23/2025	Julie Walker	1	Julie Walker: Added Commissioner Giusti to description and updated the spend categories.
Budget Amendment Event	Approval by Cost Center Manager	Automatic Approval	07/28/2025 01:31:03 PM	07/30/2025	Julie Walker (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	07/28/2025 01:44:11 PM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		07/23/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	07/29/2025 04:39:02 PM		Lauren Swift (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	07/29/2025 04:53:47 PM	07/31/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		07/31/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

### 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

July 22<sup>nd</sup>, 2025

To:

Diana Huallpa, Chief Financial Officer

From: Julie Walker, Director – Parks and Cultural Services

Re:

**Budget Amendments** 

Ms. Huallpa,

I am requesting two budget amendments to move money from existing line items to other line items to cover travel and conference for staff so they can continue to gain knowledge in the Parks and Senior Services field. There is no request for funds to come general fund reserves. Funds will be moved within the different divisions line items.

Commissioner Giusti has gracious offered to sponsor these two amendments.

with

We want to move \$344.00 from Parks 522020 Membership 5498000 to Travel 5496000 that will cover our Parks Supervisor hotel for his Parks Maintenance Conference.

We want to move \$867.00 from Seniors 451110 Membership to Travel 5496000 that will cover flights and rental car for 3 staff attending a National Conference in September.

Thank you,

Julie Walker Director

Galveston County Parks & Cultural Services

409-934-8114

Julie.Walker@galvestoncountytx.gov

#### Walker, Julie

Seniors Bondset Amendment

From:

Sent: To:

Subject:

2025 NRPA Annual Conference Registration Confirmation

por thinks of tental \$ A Budget Amendment is NRPA September 16-18, 2025

Conference is from 9/16-9/18.
Ple conference workshop is 9/15. Registration Check-In



#### Record ID: 4GNQNHH5YD4

If you forget or misplaced your badge, scan this QR code at the Registration kiosk when you arrive onsite,

Click here if you cannot view the QR code.

### THANK YOU TO OUR REGISTRATION SPONSOR:



## 2025 NRPA Annual Conference Registration Confirmation and Receipt

Dear Julie Walker.

Congratulations! You are registered for the 2025 NRPA Annual Conference taking place this September 16-18 in Orlando, FL. We are so excited to have you join us alongside thousands of park and recreation professionals, innovative exhibitors and

### Walker, Julie

To:

nrpa@mcievents.com

Subject:

RE: Payment Confirmation/Receipt for 2025 NRPA Annual Conference

From: NRPA 2025 <nrpa@mcievents.com> Sent: Thursday, May 15, 2025 11:54 AM

To: Walker, Julie < Julie. Walker@galvestoncountytx.gov>

Subject: Payment Confirmation/Receipt for 2025 NRPA Annual Conference

Your payment for the 2025 NRPA Annual Conference event has been successfully processed. Please save this email for your records.

#### **Transaction Information**

Item	Price Quan	tity Pay	ment Amount
Member Full Package	\$745.00	1	\$745.00
CEU package	\$45.00	1	\$45.00
	Payment 7	Total	\$790.00

Registration Confirmation Number: 4GNQNHH5YD4

View your registration

If you have any questions about this transaction or email, please contact NRPA 2025 directly at <a href="mailto:nrpa@mcievents.com">nrpa@mcievents.com</a>.

## Ford, Jennifer

From:

NRPA 2025 < nrpa@mcievents.com>

Sent:

Tuesday, May 13, 2025 11:07 AM

To:

Ford, Jennifer

Subject:

[MARKETING] Payment Confirmation/Receipt for 2025 NRPA Annual Conference

Your payment for the 2025 NRPA Annual Conference event has been successfully processed. Please save this email for your records.

#### **Transaction Information**

Item	Price	Quantity	Payment Amount
Member Full Package	\$745.00	1	\$745.00
	Pay	ment Total	\$745.00

Registration Confirmation Number: 4TNY84QT54X <u>View your registration</u>

If you have any questions about this transaction or email, please contact NRPA 2025 directly at nrpa@mcievents.com.

#### Lee, Martha

From:

NRPA 2025 < nrpa@mcievents.com>

Sent:

Tuesday, May 13, 2025 8:47 AM

To:

Lee, Martha

Subject:

[MARKETING] Payment Confirmation/Receipt for 2025 NRPA Annual Conference

Your payment for the 2025 NRPA Annual Conference event has been successfully processed. Please save this email for your records.

#### **Transaction Information**

item

Price

Quantity

**Payment Amount** 

Member Full Package

\$745.00

\$745.00

**Payment Total** 

\$745.00

Registration Confirmation Number: 3ZNGSLXH7BN

View your registration

If you have any questions about this transaction or email, please contact NRPA 2025 directly at nrpa@mcievents.com.

451110 Travel 4 of 7 334





#### TERMS & CONDITIONS / POLICIES

✓ Dates and Times

✓ Location

✓ Vehicle

✓ Extras

**Total** 

September

Septemb@rlando Internati... ▼ Midsize S...

N...

\$ 401.17

14, 1:00

19, 9:00

# Review & Reserve

\*indicates required field

## **Rental Details**

#### **DATES & TIMES**

**Edit** 

#### Pick-up:

Sunday, September 14, 2025, 01:00 PM

#### Return:

Friday, September 19, 2025, 09:00 AM

#### PICK-UP & RETURN LOCATION

Edit

Orlando International Airport (MCO)

🚗 Your rental includes unlimited mileage

1 Jeff Fuqua Boulevard

Orlando, FL, US, 32827

#### **COUPONS & CONTRACTS**

Add

None Applied

Edit

#### **VEHICLE**

#### Midsize SUV AWD

Nissan Rogue AWD or similar

**H** Automatic



## **Driver Details**

Last Name \* First Name \*



Email\*

### Would you like to receive SMS notifications about this reservation from Alamo?

Yes, I would like to receive text messages about my reservation to the phone number on this reservation

No

By selecting "Yes" above, message and data rates may apply. Message frequency varies and depends on the activity of your reservation. You can opt out by responding STOP any time. For more information, please review our Privacy Policy (41.1/14) and SMS Terms June 11 If you choose not

5 of 7

Time & Distance 1 Week(s) at \$ 289.10\* / week \$ 289.10\*

i

EXTRAS (0)

<u>Add</u>

No extras added

TAXES, SURCHARGES & FEES 🛇

\$ 112.07\*

**ESTIMATED TOTAL\*** 

\$ 401.17

\*Rates, taxes, and fees do not reflect rates, taxes and fees applicable to non-included coverages, extras added later or to coverages required if the customer fails to provide acceptable proof of current liability coverages.

#### **CANCELLATION INFORMATION**



If your plans change you can modify or cancel at anytime!

to receive text messages, we will give you a courtesy reminder call 1-2 days prior to your reservation.



Sign up for Alamo email specials

By selecting this box, you would like to receive email promotions and offers from Alamo Car Rental (as well as affiliated entities). You also agree that we can use your information and interactions with emails to perform analytics and produce content and ads tailored to your interests. You may see these tailored advertisements and offers on non-Enterprise sites, including on social media and digital advertising platforms. Please understand that there is no charge and that you can unsubscribe at any time by (i) using the links provided in the emails, (ii) managing your preferences in your Alamo Insiders profile or (iii) contacting us. Please consult our Policy (JI.JIM) to find out more.

# Accelerate Check-In

# (Optional)

Provide a few driver details to help save time at pick-up.

#### Learn More

- You won't be charged right now
- You can cancel at any time
- It should only take a couple of minutes

Would you like to accelerate check-in and save time at pick-up?

#### **ROUNDTRIP (3 TRAVELERS)**

Revise this trip

#### Houston IAH to Orlando MCO

Sep 14 • 2:36 pm to 6:07 pm • Nonstop

Show details

344 kg CO2 9

#### Orlando MCO to Houston IAH

Sep 19 • 7:00 am to 8:36 am • Nonstop

> Show details

354 kg CO<sub>2</sub>



Fare

\$1,257.27

3 adults 18+

\$419.09/person

> Taxes and fees

\$186.09

Total due

\$1,443.36

or starting from \$129/month @

#### Continue

Cart ID: 446066439

**NEW CARD BENEFITS** 

\$300

**- 25.000** 

3 Prights - Julie Walker - Jennifes Ford - Marsha Lee



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

\*44.

25-160-0804-D

Sheriff's Office - Request transfer from General Fund - Budgeted Reserves to Sheriff's Office - Corrections - Salary and various line items to fund the personnel creation

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/30/25 1:18 pm



on 08/04/2025 : BAT-0000218

Company The County of Galveston

Plan Template Annual Budget Detail: FY25 Amended Budget

> Plan FY25 Amended Budget

**Organizing Dimension Type** 

Amendment ID BAT-0000218 **Amendment Date** 08/04/2025

25-160-0804-D; Request transfer from General Fund - Budgeted Reserves to Sheriff's Office - Corrections - Salary and various line items to fund the personnel creation. Description

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	211133 Sheriff Corrections	1101 General Fund		Unemployment Compensation			\$20.00	\$0.00	25-161-0804-E; Request transfer from General Fund - Budgeted Reserves to Sheriff's Office - Corrections - Salary and various line items to fund the personnel creation.	
FY2025 Annual (FY25 Amended Budget)	5154000:Deferred Compensation Plan	211133 Sheriff Corrections	1101 General Fund		Alternate Plan			\$1,391.00	\$0.00	25-161-0804-E; Request transfer from General Fund - Budgeted Reserves to Sheriff's Office - Corrections - Salary and various line items to fund the personnel creation.	
FY2025 Annual (FY25 Amended Budget)	5156000:Workers Compensation	211133 Sheriff Corrections	1101 General Fund		Worker's Compensation			\$49.00	\$0.00	25-161-0804-E; Request transfer from General Fund - Budgeted Reserves to Sheriff's Office - Corrections - Salary and various line items to fund the personnel creation.	



## View Budget Amendment: Budget Amendment: FY2025 - Annual Budget Detail on 08/04/2025 : BAT-0000218

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
(FY25 Amended Budget)	5153000:Pension	211133 Sheriff Corrections	1101 General Fund		Pension			\$2,104.00		25-161-0804-E; Request transfer from General Fund - Budgeted Reserves to Sheriff's Office - Corrections - Salary and various line items to fund the personnel creation.	
FY2025 Annual (FY25 Amended Budget)	5152000:Payroll Tax Expense	211133 Sheriff Corrections	1101 General Fund		Medicare FICA payments			\$258.00	\$0.00	25-161-0804-E; Request transfer from General Fund - Budgeted Reserves to Sheriff's Office - Corrections - Salary and various line items to fund the personnel creation.	
FY2025 Annual (FY25 Amended Budget)	5151000:Group Insurance	211133 Sheriff Corrections	1101 General Fund		County Paid Health Insurance Premiums			\$1,542.00		25-161-0804-E; Request transfer from General Fund - Budgeted Reserves to Sheriff's Office - Corrections - Salary and various line items to fund the personnel creation.	
FY2025 Annual (FY25 Amended Budget)	5100000:Salaries and Wages	211133 Sheriff Corrections	1101 General Fund		Salaries and Wages			\$17,720.00		25-161-0804-E; Request transfer from General Fund - Budgeted Reserves to Sheriff's Office - Corrections - Salary and various line items to fund the personnel creation.	
FY2025 Annual (FY25 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1101 General Fund		Budgeted Reserves			\$0.00	\$23,084.00	25-161-0804-E; Request transfer from General Fund - Budgeted Reserves to Sheriff's Office - Corrections - Salary and various line items to fund the personnel creation.	

SO-Corrections\_ Creation-Captain Sheriff-08-04-2025.pdf

File Name SO-Corrections\_ Creation-Captain Sheriff-08-04-2025.pdf





## View Budget Amendment: Budget Amendment: FY2025 - Annual Budget Detail on 08/04/2025 : BAT-0000218

Content Type Updated By

application/pdf

Updated By Gab Upload Date 07/2

Gabriela De Los Santos 07/29/2025 09:04:57 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	07/29/2025 11:09:12 AM	07/30/2025	Gabriela De Los Santos	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	07/29/2025 01:34:23 PM	07/31/2025	Melencio Villarreal (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	07/29/2025 01:35:52 PM		Joselinne Piedras-Sarabia (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		07/30/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	07/29/2025 04:32:39 PM		Lauren Swift (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	07/29/2025 04:53:17 PM	07/31/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		07/31/2025	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	TBD		\$109,695.00	\$109,695.00	Creation
		\$ -	\$109,695.00	\$109,695.00	

Start Date	
End of Fiscal Year	
Net Work Days	

Object Code Name	Object Code Account	FY25 Prorated Amounts
Salary	5100000	17,720.00
County Paid Health Ins Premium	5151000	1,542.00
Medicare FICA Payments	5152102	258.00
TCDRS	5153000	2,104.00
Worker's Compensation	5156000	49.00
Alternate Plan	5154000	1,391.00
Unemployment	5155000	20.00
FY	2025 Fiscal Impact	23,084.00

FY 2026 Fiscal Impact 142,876.00



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

\*45.

25-161-0804-E

Sheriff's Office - Request transfer from Sheriff's Office Bailiffs - Various Line Items to Sheriff's Office Administration - various line items to fund the transfer of a position

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/30/25 1:20 pm



on 08/04/2025 : BAT-0000220

**Company** The County of Galveston

Plan Template Annual Budget Detail: FY25 Amended Budget

Plan FY25 Amended Budget

**Organizing Dimension Type** 

Amendment ID BAT-0000220 Amendment Date 08/04/2025

Description 25-161-0804-E; Request transfer from Sheriff's Office Bailiffs - Various Line Items to Sheriff's Office Administration - various line items to fund the transfer of

a position.

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)	5151000:Group Insurance	211101 Sheriff Administration	1101 General Fund		County Paid Health Insurance Premiums			\$1,542.00	\$0.00	25-162-0804-F; Request transfer from Sheriff's Office Bailiffs - Various Line Items to Sheriff's Office Administration - various line items to fund the transfer of a position.	
FY2025 Annual (FY25 Amended Budget)	5100000:Salaries and Wages	211101 Sheriff Administration	1101 General Fund		Salaries and Wages			\$16,541.00	\$0.00	25-162-0804-F; Request transfer from Sheriff's Office Bailiffs - Various Line Items to Sheriff's Office Administration - various line items to fund the transfer of a position.	
FY2025 Annual (FY25 Amended Budget)	5155000:Unemployment	211189 Bailiffs	1101 General Fund		Unemployment Compensation			\$0.00	\$19.00	25-162-0804-F; Request transfer from Sheriff's Office Bailiffs - Various Line Items to Sheriff's Office Administration - various line items to fund the transfer of a position.	



Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category Spe	nd Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
Èudget)	5154000:Deferred Compensation Plan	211189 Bailiffs	1101 General Fund		nate Plan			\$0.00		25-162-0804-F; Request transfer from Sheriff's Office Bailiffs - Various Line Items to Sheriff's Office Administration - various line items to fund the transfer of a position.	
FY2025 Annual (FY25 Amended Budget)	5156000:Workers Compensation	211189 Bailiffs	1101 General Fund	Work Comp	er's pensation			\$0.00	\$49.00	25-162-0804-F; Request transfer from Sheriff's Office Bailiffs - Various Line Items to Sheriff's Office Administration - various line items to fund the transfer of a position.	
FY2025 Annual (FY25 Amended Budget)	5153000:Pension	211189 Bailiffs	1101 General Fund	Pensi	ion			\$0.00		25-162-0804-F; Request transfer from Sheriff's Office Bailiffs - Various Line Items to Sheriff's Office Administration - various line items to fund the transfer of a position.	
FY2025 Annual (FY25 Amended Budget)	5152000:Payroll Tax Expense	211189 Bailiffs	1101 General Fund	Medic paym	care FICA nents			\$0.00	\$240.00	25-162-0804-F; Request transfer from Sheriff's Office Bailiffs - Various Line Items to Sheriff's Office Administration - various line items to fund the transfer of a position.	
FY2025 Annual (FY25 Amended Budget)	5151000:Group Insurance	211189 Bailiffs	1101 General Fund	Coun Healt Prem	ity Paid th Insurance iiums			\$0.00	\$1,542.00	25-162-0804-F; Request transfer from Sheriff's Office Bailiffs - Various Line Items to Sheriff's Office Administration - various line items to fund the transfer of a position.	



Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
(FY25 Amended Budget)	5100000:Salaries and Wages	211189 Bailiffs	1101 General Fund		Salaries and Wages			\$0.00		25-162-0804-F; Request transfer from Sheriff's Office Bailiffs - Various Line Items to Sheriff's Office Administration - various line items to fund the transfer of a position.	
FY2025 Annual (FY25 Amended Budget)	5155000:Unemployment	211101 Sheriff Administration	1101 General Fund		Unemployment Compensation			\$19.00		25-162-0804-F; Request transfer from Sheriff's Office Bailiffs - Various Line Items to Sheriff's Office Administration - various line items to fund the transfer of a position.	
	5154000:Deferred Compensation Plan	211101 Sheriff Administration	1101 General Fund		Alternate Plan			\$1,298.00		25-162-0804-F; Request transfer from Sheriff's Office Bailiffs - Various Line Items to Sheriff's Office Administration - various line items to fund the transfer of a position.	
FY2025 Annual (FY25 Amended Budget)	5156000:Workers Compensation	211101 Sheriff Administration	1101 General Fund		Worker's Compensation			\$49.00		25-162-0804-F; Request transfer from Sheriff's Office Bailiffs - Various Line Items to Sheriff's Office Administration - various line items to fund the transfer of a position.	
FY2025 Annual (FY25 Amended Budget)	5153000:Pension	211101 Sheriff Administration	1101 General Fund		Pension			\$1,964.00	\$0.00	25-162-0804-F; Request transfer from Sheriff's Office Bailiffs - Various Line Items to Sheriff's Office Administration - various line items to fund the transfer of a position.	



on	08/04/2025	: BAT-0000220
OI I	00/07/2020	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)		211101 Sheriff Administration	1101 General Fund		Medicare FICA payments			\$240.00		25-162-0804-F; Request transfer from Sheriff's Office Bailiffs - Various Line Items to Sheriff's Office Administration - various line items to fund the transfer of a position.	

SO-Admin\_Transfer-Lieutenant Sheriff-08-04-2025.pdf

File Name SO-Admin\_Transfer-Lieutenant Sheriff-08-04-2025.pdf

Content Type application/pdf

Updated By Gabriela De Los Santos **Upload Date** 07/29/2025 11:05:03 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	07/29/2025 11:17:56 AM	07/30/2025	Gabriela De Los Santos	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	07/29/2025 01:34:20 PM	07/31/2025	Melencio Villarreal (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	07/29/2025 01:35:48 PM		Joselinne Piedras-Sarabia (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		07/30/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	07/29/2025 04:35:57 PM		Lauren Swift (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	07/29/2025 04:53:34 PM	07/31/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		07/31/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

Department Name:	Fund Cost Center:
Sheriff's Office - Administration	1101 211101

Position Title	PSN	Current Salary	New Salary	Change in Salary	Comment
Lieutenant Sheriff	P100161	\$ -	\$102,395.00	\$102,395.00	Position is moving from Bailiffs to Sheriff's Office Administration
		\$ -	\$102,395.00	\$102,395.00	

 Start Date
 8/4/2025

 End of Fiscal Year
 9/30/2025

 Net Work Days
 42

Object Code Name	Object Code Account	FY25 Prorated Amounts
Salary	5100000	16,541.00
County Paid Health Ins Premium	5151000	1,542.00
Medicare FICA Payments	5152102	240.00
TCDRS	5153000	1,964.00
Worker's Compensation	5156000	49.00
Alternate Plan	5154000	1,298.00
Unemployment	5155000	19.00
FY 2	2025 Fiscal Impact	21,653.00

FY 2026 Fiscal Impact 134,023.00



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**46.** 

Public Hearing on the County Clerk's Proposed Records Archive Fee Established under §118.025 and §118.011(f) of the Texas Local Government Code

Seq#	Approver	Action	Action Date
1	Veronica Van Horn	Approve	7/28/25 5:33 pm
2	Dianna Martinez	Approve	7/28/25 5:35 pm



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

47.

Consideration of an Order Adopting the County Clerk's Proposed Records Archive Fee Established under §118.025 and §118.011(f) of the Texas Local Government Code

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	7/28/25 5:39 pm
2	Dianna Martinez	Approve	7/29/25 12:52 pm

On this, the 4<sup>th</sup> day of August, 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 A. Apffel, Commissioner, Precinct No. 1
Joe Giusti, Commissioner, Precinct No. 2
Hank Dugie, Commissioner, Precinct No. 3
Robin Armstrong, MD, Commissioner, Precinct No. 4; and Dwight D. Sullivan, County Clerk

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

# An Order Adopting a County Clerk's Records Archive Fee under §118.025 and §118.011(f) of the Texas Local Government Code

Whereas, pursuant to the authority granted by Texas Local Government Code §118.025, the Commissioners' Court of Galveston County, Texas may adopt a records archive fee under §118.011(f) as part of the County's annual budget; and

**Whereas**, this fee is to be used for the preservation and restoration services performed by the County Clerk in connection with maintaining his records archive; and

Whereas, attached to this Order is the Preservation and Restoration Plan presented as part of the budget preparation process on <u>July 21, 2025</u>, to the Court by the County Clerk; and

Whereas, on <u>July 22, 2025</u>, notice of a public hearing was filed in Galveston County, The Daily News, a newspaper of general circulation in Galveston County; and

**Whereas**, the Commissioners' Court desires to adopt a records archive fee of \$10.00 to preserve and restore County records.

#### Now, Therefore, Be it Ordered as Follows:

- 1) that pursuant to §118.011(f) and §118.025 of the Texas Local Government Code, there is hereby adopted as part of the County of Galveston's annual budget a records archive fee of \$10.00;
- 2) that this fee be designated for the preservation and restoration services performed by the County Clerk in connection with maintaining his records archive;
- 3) that collection of this fee shall commence effective October 1, 2025;
- 4) that this fee be set and itemized in the County's budget as part of the budget preparation process;
- 5) that the fee is to be paid at the time a person, excluding a state agency, presents a public document to the county clerk for recording or filing;

- 6) that the fund generated from the collection of fees under this Order may be expended only for the preservation and restoration of the County Clerk's records archive;
- 7) that the funds may not be used to purchase, lease, or develop computer software to geographically index public records, excluding public records by lot and block description as provided by §193.009(B)(4) of the Local Government Code;
- 8) that the plan presented to this Court on July 21, 2025, be approved.
- 9) that the County Clerk post in a prominent area of his office a notice that reads in all capital letters "The Commissioners Court of Galveston County has determined that a records archive fee of \$10.00 is needed to preserve and restore county records".
- 10) that any excess funds, if any, generated from the collection of this fee remaining after completion of a county records archive preservation and restoration project may be expended only for the purposes described by §118.0216 of the Local Government Code which specifies the fee may be used only to provide funds for specific records management including for automation purposes.
- 11) that this Order Setting the Fee, the County Clerk's Plan, and the Court's Approval of the Plan will be adopted annually.

**Upon Motion Duly Made and Seconded,** the above Order was unanimously passed this the 4<sup>th</sup> day of August, 2025.

Attest:		County of Galveston, Texas
	By:	
Dwight D. Sullivan	•	Mark Henry
County Clerk		County Judge



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

**48.** 

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/30/25 9:05 am



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

**b.49.** 

### Chief Financial Officer

Seq#	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/30/25 11:56 am



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

c.50.

Consideration of approval of appointment of the Chief Financial Officer

Seq#	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/30/25 12:58 pm



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

**51.** 

## **Budget Workshop Discussion**

Seq#	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/29/25 10:45 am









#### **Task Order 2B**

This task order is issued pursuant to Contract CM21413/PO F206275 (associated with RFP B222013). IEM International, Inc. (IEM) will develop Community Development Block Grant - Mitigation (CDBG-MIT) subgrant applications (Galveston County 2022-100210-RMP) to be submitted under the Texas General Land Office's mitigation plan for Hurricane Harvey recovery (P-18-TX-48-MIT1).

The period of performance for this task order is from May 1, 2023, to May 1, 2026.

Original Level of Effort estimate for 6 projects:

Title	Name	<b>Total Hours</b>	Rate	Total
Program Manager	Randall	80	\$155.00	\$12,400.00
Program Manager	Gilliam	80	\$155.00	\$12,400.00
Project Manager	McGrath	10	\$141.00	\$1,410.00
HMA Specialist III	Bunting	31.5	\$122.00	\$3,843.00
HMA Specialist III	Case	113.5	\$122.00	\$13,847.00
HMA Specialist III	Diaz	46.75	\$122.00	\$5,703.50
HMA Specialist III	Pollard	96	\$122.00	\$11,712.00
HMA Specialist III	Singh	27	\$122.00	\$3,294.00
HMA Specialist I	Romero	9	\$95.00	\$855.00
HMA Specialist I	Lunsford	0.5	\$95.00	\$47.50
GIS Specialist	Bernardo	77	\$81.00	\$6,237.00
GIS Specialist	Monterrubio	10	\$81.00	\$810.00
GIS Specialist	Nester	15	\$81.00	\$1,215.00
GIS Specialist	Rushing	15.25	\$81.00	\$1,235.25
				\$75,009.25

Additional Level of Effort estimate for 24 additional projects to be submitted:

Title	Name	Application Development	RFI Follow-up	Total Hours	Rate	Total
Program Manager	Benj Korson	4	4	8	\$155.00	\$ 1,240.00
Project Manager	Shaun McGrath	24	30	54	\$141.00	\$ 7,614.00
HMS III	Jeanine Neipert	100	62	162	\$122.00	\$ 19,764.00
HMS III	Leslie Diaz	20	10	30	\$122.00	\$ 3,660.00
GIS	Christian Berardo	16	5	21	\$ 81.00	\$ 1,701.00
				275		\$ 33,979.00









Additional Level of Effort estimate to address the RFIs:

Title	Name	Total Hours	Rate		Total	
Program Manager	Benj Korson	8	\$155.00	\$	1,240.00	
Project Manager	Lyz Cullmann	80	\$141.00	\$	11,280.00	
HMS III	Itzel Planas	140	\$122.00	\$	17,080.00	
HMS III	Mike Singh	140	\$122.00	\$	17,080.00	
Egineering	Roberto Lebron	80	\$202.00	\$	16,160.00	
GIS	Christian Berardo	<b>60</b> \$ 81.00		<b>\$</b>	4,860.00	
		508		\$	67,700.00	

#### Estimated total Level of Effort: \$75,009.25 + \$33,979.00 + \$67,700.00 = \$176,688.25

The original hours provided are estimates determined after the original prioritization meeting of six (6) projects identified for project development, with the Galveston County Engineering team, Management team, and IEM. The additional hours provided are estimates determined through the identification of 24 more projects, for a total of 30 projects, that need to be developed into the application. Based on the RFI's returned the remaining level of effort was estimated in addition to the other tasks. If there is a need for additional level of effort the PM will notify the Galveston County's Project Manager to discuss the requirements and associated level of effort.

The level of effort includes project scoping, preliminary drawings where applicable, cost estimation, engineering feasibility, public outreach, application development (including uploading and data entry into the State's System of Record (currently GMS)), responding to TDEM and FEMA Requests for Information (RFIs), and other activities that may be requested within the scope of project/application development. Depending on the needs for each identified project, the hours allocated to a specific Labor Category may fluctuate (increase or decrease); however, cost savings will be a priority for this Task Order and we will strive to ensure the cost estimate remains within the estimated total overall.

Should IEM find risks that these may be exceeded in any way, the Project or Program Manager will notify Galveston County's Project Manager or designee at once with justification of the potential risk of overage in hours, or missing any deliverables, and provide an updated timeline and level of effort for Galveston County's consideration and negotiation.



	P.O. Box 110265	
Research Triangle	Park, NC 27709	

919-990-8191

www.iem.com

FOR CLIENT:		FOR IEM:			
		Signed by:    Signed by:			
Mark Henry County Judge		Keith Reynolds Director, Contract Op	Keith Reynolds Director, Contract Operations & Compliance		
Date:	, 2025	Date: 7/23/2025	, 2025		









#### **Task Order 1B Amendment**

This task order is issued pursuant to Contract CM21413/PO F206275 (associated with RFP B222013). IEM International, Inc. (IEM) will develop six Hazard Mitigation Assistance (HMA) subgrant applications to be submitted under the Hazard Mitigation Grant Program for DR-4485. This 1B Amendment incorporates an additional level of effort to support new RFI's from TDEM.

The period of performance for this task order is from April 22, 2022, to May 1, 2026.

Title	Name	<b>Total Hours</b>	Rate	Total
Program Manager	Hascall	15.5	\$155.00	\$2,402.50
HMA Technical Specialist III	Touvell	16.5	\$202.00	\$3,333.00
HMA Technical Specialist III	Ortiz	20	\$202.00	\$4,040.00
HMA Technical Specialist III	Lopez	11	\$202.00	\$2,222.00
HMA Technical Specialist III	Lebron	11	\$202.00	\$2,222.00
HMA Technical Specialist I	Colon	15	\$128.00	\$1,920.00
HMA Specialist III	Diaz	16	\$122.00	\$1,952.00
HMA Specialist III	Cullman	15.5	\$122.00	\$1,891.00
HMA Specialist III	Case	142.5	\$122.00	\$17,385.00
HMA Specialist III	Carrubba	14	\$122.00	\$1,708.00
HMA Specialist II	Planas	18	\$116.00	\$2,088.00
HMA Specialist I	Romero	15	\$95.00	\$1,425.00
HMA Specialist I	Maddron	24.75	\$95.00	\$2,351.25
Benefit-Cost Analyst Lead	Witkop	31.5	\$141.00	\$4,441.50
Benefit-Cost Analyst	Vilchez	16.75	\$128.00	\$2,144.00
Benefit-Cost Analyst	Singh, S	4	\$128.00	\$512.00
Administrative Assistant	Lugardo	6.5	\$57.00	\$370.50
Labor total				\$ 52,407.75
Airfare				\$ 297.95
Lodging				\$ 112.82
Amended Task Order total				\$ 52,818.52

Task Order 1 Current Funding	\$ 117,876.00
Descoping of Task Order 1	\$ 65,057.48
Amended Task Order Total	\$ 52,818.52

The hours provided are estimates determined after the original prioritization meeting of six (6) projects identified for project development, with the Galveston County Engineering team,









Management team, and IEM. The level of effort includes project scoping, preliminary drawings where applicable, cost estimation, engineering feasibility, public outreach, application development (including uploading and data entry into the State's System of Record (currently GMS)), responding to TDEM and FEMA Requests for Information (RFIs), and other activities that may be requested within the scope of project/application development.

This 1B Amendment incorporates the additional level of effort to address the RFI's received from TDEM in order to update the application for resubmission under a new DR.

Title	Total Hours	Rate	Total
Program Manager	2	\$155.00	\$ 310.00
Project Manager	8	\$141.00	\$ 1,128.00
HMS III	40	\$122.00	\$ 4,880.00
HMS II	20	\$116.00	\$ 2,320.00
BCA III	4	\$141.00	\$ 564.00
Engineer	10	\$202.00	\$ 2,020.00
	84		\$ 11,222.00

Depending on the needs for each identified project, the hours allocated to a specific Labor Category may fluctuate (increase or decrease); however, cost savings will be a priority for this Task Order and we will strive to ensure the cost estimate remains within the estimated total overall.

Should IEM find risks that these may be exceeded in any way, the Project or Program Manager will notify Galveston County's Project Manager or designee at once with justification of the potential risk of overage in hours, or missing any deliverables, and provide an updated timeline and level of effort for Galveston County's consideration and negotiation.



P.O. Box 110265	0
P.O. Box 110265 Research Triangle Park, NC 27709	V

919-990-8191



FOR CLIENT:		FOR IEM:		
		Signed by:		
Mark Henry		Keith Reynolds		
County Judge		Director, Contract Operations & Compliance		
Date:	, 2025	Date: <u>7/23/2025</u>	, 2025	